BACKGROUND

1. The City of Ocala requires the services of an experienced Contractor to provide resurfacing of twelve (12) Fast-Dry clay tennis courts at the Fort King Tennis Center, 3301 E Fort King Street, Ocala, FL 34470, including removal of the "dead" clay surface (green clay); and furnishing, installing, grading and compaction of a clay surface meeting the requirements of the specifications contained herein.
2. All work shall be coordinated through the City Project Manager, Bill Rodriguez, (352) 368-5517, e-mail: wcayro@ocalafl.gov. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.
3. **NON-MANDATORY PRE-BID MEETING:** Refer to the listing for the pre-bid meeting date, time, and location. Attendance at the pre-bid meeting is not required to participate in this solicitation.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder/Contractor must possess ten (10) years' experience in providing clay tennis court resurfacing. Bidder must be able to demonstrate at least three (3) court resurfacing projects sufficient to years of experience.
2. The awarded Contractor shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Contractors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes**.**

   If not previously provided, the affidavit may be downloaded from the link below, completed, and notarized.
   https://www.ocalafl.gov/home/showpublisheddocument/29503

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of $1,000,000 per occurrence/$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than $1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **$100.00** for each calendar day that expires after the time specified for completion, until work is completed.
2. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

CONSTRUCTION TIMEFRAME

1. **Construction Time:** Work will be completed and ready for final payment within **45** calendar days of the City-issued Notice to Proceed (NTP). The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City. Such "Notice to Proceed" will be issued at the pre-construction conference. The Contractor must be able to mobilize and begin construction no later

than 10 calendar days after notification and complete the project by the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind.

2. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

GENERAL CONSTRUCTION

The project will require the Contractor to follow the following plans and specifications:

1. **Court Closure**: No more than four (4) clay courts will be closed for resurfacing at any given time for the duration of this work. The remaining eight (8) clay courts and two (2) hard courts will be available for the purposes of playing tennis.
2. **Slope and Elevation Requirements**: Finished court elevation should be sloped 1' out to existing curb or brick line.
3. **Scarification, Removal of "Dead" Material and Prep of Surface**: Scarify court surface as needed, clean court of all excess dead material, surface algae, mold and other organic growth. Treat courts with WTC Algae Blaster (or equivalent) to inhibit future organic growth. Re-laser existing surface to obtain proper slope as specified.
4. **Court Surfacing/Tennis Court Material (TCM):** A surface course of fast dry tennis court surface material as manufactured by Har Tru (or pre-approved equivalent*) with binder shall be installed over the leveling course to a uniform thickness. The surface course material shall then be watered to its full depth and compacted with a roller. A minimum of eight (8) tons of court material will be required on each court.
   a. The court material gradation may vary with materials of varying physical characteristics and with manufacturers' formula. In general, the material should pass a 1/8" screen and be uniformly graded down through a 200-mesh screen. Laser grade new material to restore court surface to original slope as above specified.
   b. The finished surface course should not vary more than 1/8" in 10" when measure in any direction.
   c. *Equivalents with complete specifications must be submitted to the City of Ocala Procurement Department at least 3 days before bid opening and must be approved before bid is submitted.
5. **Compaction:** Compaction of surface courses should be obtained with a roller weighing approximately 600 lbs. per roller drum.
6. **Nets, Net Posts and Center Straps**:
   a. Provide and install tournament quality nets and center straps for each court.
   b. Paint all net posts green.
7. **Playing Lines and Nails**:
   a. Dimensions:
      i. The outside dimensions of the playing lines should be as follows: Doubles 36'x 78' (10.97m x 23.77m) And Singles 27'x 78' (8.23m x 23.77m)
      ii. All lines should be 2" (5 cm) in width, except the base line which may be up to 4" (10 cm) in width.
      iii. All measurements should be to the outer edge of the lines, except the center line and the

center mark which should be on the center line of the court.

b. Lines shall be coated woven fabric (herringbone style) and meet USTA specifications. Lines to be firmly held in place by 2-1/2" rust- resistant nails.

c. **Tolerance**: The lines should be laid out and applied as close to the exact measurements as is possible within the limitations of the surface on which they are being applied. At no time should the playing lines or the line dimensions vary more than ¼" from the exact measurements.

8. **Irrigation**: The City will remove irrigation heads as necessary and shall have an irrigation specialist available to address issues with irrigation system and application during the duration of the work.
9. The Contractor will be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work. Unless specifically noted otherwise, the contractor will provide and pay for all labor, materials, equipment, tools, construction machinery and transportation necessary for proper execution and completion of the work. The Contractor will furnish, install, maintain, and remove any temporary wiring or piping that may be additionally required during performance of the work.
10. At completion of work, Contractor shall remove from the building and site: all tools, equipment surplus materials, debris, temporary facilities, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the Owner. Removal and disposal of old equipment and material shall be Contractor's responsibility. Contractor shall dispose of debris, equipment, and material in a legal manner.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA requirements as indicated for work conducted and be in as good appearance as the job conditions permit.
4. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
5. No smoking is allowed on City property or projects.
6. Contractor must possess/obtain all required equipment to perform the work.
7. All company vehicles and uniforms must have a visible company name/logo.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish adequate electrical power and water at the construction site for the performance of the work.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Resurfacing shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SITE HOUSEKEEPING AND CLEANUP

1. The Contractor shall provide on-site sanitary facilities as required by Governing agencies.
2. The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. The Contractor shall provide a dumpster on site for disposal of material removed from the courts plus all packaging and pallets and any other debris.
3. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
4. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work and at completion of project.

SUB-CONTRACTORS

1. Contractor must perform a 40% of the work with their own forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

WARRANTY

1. Contractor will provide a **one-year** material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.

2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

1. All original invoices will be sent to: Bill Rodriguez, Project Manager, Recreation and Parks Department, 828 NE 8th Ave, Ocala, FL 34470, email: wcayro@ocalafl.gov.
2. A five percent (5%) retainage will be held on the funds until the project has been accepted and issued a final completion by the Owner.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all lump sum line items. The lump sum amount must include all direct and indirect costs to complete the project.
3. The City of Ocala will pay the Contractor only for the actual units that the Contractor provides and installs on the project.
4. Award will be made to the lowest bidder meeting all requirements outlined herein.
5. AMOUNTS DUE TO THE CITY. Contractor/Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.