

**City of Macclenny**  
**Project: Memorial Park Tennis and Basketball Court**

**NOTICE TO CONTRACTORS**

Notice is hereby given that sealed bids will be received in the Macclenny City Manager's office until 2 p.m. on Thursday, January 28, 2021, for the Memorial Park Tennis and Basketball Court Project. This office is located at 118 E Macclenny Avenue, Macclenny, FL 32063.

The project site is located at 160 West Blvd, Macclenny, Florida 32063.

This project includes asphalt and limerock placement, basketball/tennis/ and pickle ball court striping, placement of basketball goals, placement of tennis net supports, and minor grubbing and grading.

The Bid Forms and Construction specifications may be obtained from the City's Manager's office at 118 E Macclenny Avenue, Macclenny, FL 32063 or via email. Please call or email Melissa Thompson at 904-259-0972 or [melissa@cityofmacclenny.com](mailto:melissa@cityofmacclenny.com) for bid documents.

A mandatory site visit is scheduled for Thursday, January 14<sup>th</sup> at 2 p.m. at 160 West Blvd.

The successful bidder will be required to furnish the City Manager with a valid certificate of worker's compensation and liability insurance prior to commencing work. 5% bid bond is required and a performance bond may be required.

The Macclenny City Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities

**City of Macclenny**  
**Project: Memorial Park Tennis and Basketball Court**

**NOTICE TO CONTRACTORS**

Notice is hereby given that sealed bids will be received in the Macclenny City Manager's office until 2 p.m. on Thursday, January 28, 2021, for the Memorial Park Tennis and Basketball Court Project. This office is located at 118 E Macclenny Avenue, Macclenny, FL 32063.

The project site is located at 160 West Blvd, Macclenny, Florida 32063.

This project includes asphalt and limerock placement, basketball/tennis/ and pickle ball court striping, placement of basketball goals, placement of tennis net supports, and minor grubbing and grading.

The Bid Forms and Construction specifications may be obtained from the City's Manager's office at 118 E Macclenny Avenue, Macclenny, FL 32063 or via email. Please call or email Melissa Thompson at 904-259-0972 or [melissa@cityofmacclenny.com](mailto:melissa@cityofmacclenny.com) for bid documents.

A mandatory site visit is scheduled for Thursday, January 14<sup>th</sup> at 2 p.m. at 160 West Blvd.

The successful bidder will be required to furnish the City Manager with a valid certificate of worker's compensation and liability insurance prior to commencing work. 5% bid bond is required and a performance bond may be required.

The Macclenny City Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities

**City of Macclenny**  
**Project: Memorial Park Tennis and Basketball Court**

**General Requirements**

**I. General**

This project includes asphalt and limerock placement, basketball/tennis/ and pickle ball court striping, materials and labor for installation of basketball goals, tennis net supports, and minor grubbing and grading.

**II. Contract Time**

The contract time shall be 90 calendar days from the date of contract execution. The contractor will be required to return executed contract to City Manager, Phil Rhoden within 14 days of Board approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be based on FDOT specifications. No work is allowed on Saturdays, Sundays, and/or City designated holidays.

**III. Construction and Materials**

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

**IV. Compensation**

Payment shall be made on a monthly basis on work complete with 10% retainage. Contractor invoice shall include details on the percentage complete.

**City of Macclenny**  
**Project: Memorial Park Tennis and Basketball Court**

**Purchasing Department- General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
  - A. The ability, capacity and skill of bidder to perform required service.
  - B. Whether the bidder can perform service promptly or within specified time.
  - C. The character, integrity, reputation, judgement, experience and efficiency of bidder.
  - D. The performance of previous contracts with the City of Macclenny.
  - E. The suitability of equipment or material or city use.
  - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the City.
3. All bids should be tabulated, totaled and checked for accuracy. All blank Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. A copy of all required licenses; certificate of liability and worker's compensation insurance should be included with the bid form.
5. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
6. If anything on the bid request is not clear, you should contact the City Manager's office immediately.
7. A bidders list is available in the City Manager's Office.
8. Quote all prices F.O.B. our warehouse or as specified in bid documents.
9. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the project shall be shown on the outside in full and addressed to the City Manager's Office.
10. No responsibility shall attach to any City representative or employee for the premature opening of bids not properly addressed or identified.

11. If only one(1) bid is received, the bid may be rejected and re-advertised or accepted if determined to be in the City's best interest.
12. Bids received late will not be accepted, and the City will not be responsible for late mail delivery.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. Telephone, facsimile and email bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the City and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the City from the personnel thereof.
15. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the City Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
16. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedules are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is: a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time)
17. When requested, samples will be furnished to the City free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The City reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the City to do so for the purpose of testing.
18. The City will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
19. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
20. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The City may purchase more or less than the estimated

quantity and the vendor must not assume that such estimated quantity is part of the contract.

21. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacture as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and/or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the City.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City or who has failed in former contracts with the City to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same term will be considered sufficient cause for rejection of all proposals in which he is interested.

27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the City Manager.
28. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis whichever is in the best interest of the City.
29. The City reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty-(30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director or City Manager, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event the contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the City on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.

35. Contracts may be cancelled by the City with or without cause on thirty-(30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for the City a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department,
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City of Macclenny, may not submit a bid on a contract with the City of Macclenny for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City of Macclenny, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Macclenny, and may not transact business with the City of Macclenny for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U. S. Department of Homeland Security's E-verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
  - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
  - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the City.
40. Contractor shall submit a valid email address to receive all addendums. It is the contractor's responsibility to ensure all addendums are used in the bid submittal.
41. Any existing materials demolished within City right of way may be retained by the City of Macclenny.



## Basketball and Tennis Details of Bid Specifications

### Surface and Striping in formation

1. Scrape and clean the courts' surface of all dirt, debris and loose material.
2. Patching- Using tennis court grade compounds:
  - a. Fill any minor "birdbaths" that hold water deep enough to cover the thickness of a nickel measured one hour after a rain under normal (sunshine) drying conditions.
  - b. Cover and fill any minor rough areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
3. Leveling Courses-Apply two coats of sand-acrylic resurfacer mix over the entire surface of the tennis and basketball courts with a broad squeegee according to manufacturer's recommended coverage rates.
4. Texture and Finish Courses-Apply two successive coats of Acrytech filler coat \*or equivalent(sand-filled acrylic color-coating) to the entire area of the tennis and basketball courts with broad squeegee according to manufacturer's recommended coverage rates.

Finished color will be owner's choice of any two manufacturer's standard colors.

5. Lines-Paint two sets of regulations two inch wide playing lines for the tennis courts, two pickleball courts over the tennis courts and two for basketball.

All debris generated by this construction will be removed from the area.

All work is guaranteed against defects in materials and workmanship for one (1) year from date of completion, subject to proper maintenance by owner.

Tennis Net Posts and Nets- Two sets of standard, external wind 3" O.D. tennis net posts in sleeves and two center anchor pipes will be installed in concrete. (Approximately ½ cubic yard of concrete per net post and one cubic foot of concrete per center anchor pipe). Install two new tennis nets and two adjustable center straps.

Basketball equipment- Install four complete Heavy-Duty basketball goal post units in concrete, each set in concrete 14" diameter by 48" deep. Each unit includes a one piece 4 ½" O.D. galvanized steel post with a sweep curved 4' backboard extension, fan shaped white aluminum lifetime backboard and a double rim goal with nylon net.

**CITY OF MACCLENNY**  
**PROJECT NUMBER: 2001-01**  
**Memorial Park Basketball and Tennis Courts Project**

**Bid Proposal**

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1		
2	Grubbing and Grading	SY			
3	Limerock Base (6")	SY			
4	Asphalt-Type 3-165lbs/sy(1.5")Virgin Mix	TN			
5	Tennis Court Netting Support	LS			
6	4" Concrete Sidewalk	SY			
7	Stripping of 2 Basketball Courts, 2 Tennis Courts, and 2 Pickle Ball Courts	LS			
8	Basketball equipment & installation	LS			
<b>TOTAL BID:</b>					

**NOTES:**

1	Includes vegetation removal grading and finishing of area for limerock placement. Achieve a subgrade density of 98%
2	Includes preparation of limerock base, 100% compacted density, limerock must extend 6" beyond E.O.P. Two pads 120' by 120' each
3	Placement of 1.5" in place Asphalt. (Compacted)
4	Includes Striping of 2 basketball courts, 2 tennis courts, and 2 pickle ball courts (different color) * see attached
5	Tennis court shall include installation of 4 end posts and center anchors
6	Basketball court shall include installation of 4 basketball goal posts and aluminum backboards. *see attached

- a. All items can be increased, decreased, omitted at the direction of the City Manager.
- b. All materials and construction shall conform to the latest FDOT Standard Specifications for Road and Bridge Construction.
- c. All incidental work and items are included in these items. All unit price and total spaces must be filled to correlate with each item.

Company Name: \_\_\_\_\_(SEAL)

Authorized  
Company

Representative: \_\_\_\_\_

Printed Name

Signature

Attested By: \_\_\_\_\_

Printed Name

Signature

Total Bid

Amount: \_\_\_\_\_ Date: \_\_\_\_\_