



City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

MEMORANDUM

TO: Interested Parties
FROM: Diane Ebentheuer, Purchasing Officer
RE: ITB 2023.13 Sportsplex Basketball Courts
DATE: July 27, 2023

Notice is hereby given that the City of Milton will receive sealed bids for 2023.13 Sportsplex Basketball Courts. The documents contain the necessary information for preparing and submitting your bid for this effort.

Information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru BidNetDirect.com/florida/city-of-milton (there is no charge to join); and/or thru DemandStar.com (there is no charge to join); and/or [Office of Supplier Diversity](#).

All must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid/proposal is:

Wednesday, August 30, 2023 at 2:00 p.m., (CST)

Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570

Mailed: City of Milton, P.O. Box 909, Milton, FL 32572

A PRE-BID MEETING & SITE VISIT (non-mandatory) will be held on Wednesday, August 9, 2023 at 9:30 a.m.(CST) at Milton City Hall, 6738 Dixon Street, Milton, FL 32570: Contact Diane Ebentheuer by phone at 850-983-5438 or email at debentheuer@MiltonFL.org.

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to DEbentheuer@miltonFL.org by Friday, August 18, 2023 at 2:00 p.m. Answers will be posted by Friday, August 25, 2023 at 2:00 p.m. (CST)

Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the City web page, Bid Net Direct, and DemandStar. All are responsible for checking for any addendums that may be issued, and to obtain such addendums.

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS

ITB 2023.13 Sportsplex Basketball Courts

I. **Deadlines/Dates:**

- Invitation to Bid Published: July 27, 2023
- Pre-Bid Meeting (non-Mandatory) Wed, August 9, 2023 at 9:30 a.m. (CST)
- Questions Deadline: Friday, August 18, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Friday, August 25, 2023 @ 2:00 p.m. (CST)
- **Bids Due: Wed., August 30, 2023 @ 2:00 p.m. (CST)**

II. **Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: DEbentheuer@miltonFL.org

III. **Bids Must be Complete and Include:**

1. Bidder's/Proposer's Declaration (page 3-4 of this document)
2. Bid Form & Completed Schedule of Values
3. Attachment C: the 11 forms to be submitted with bid.
4. Bid Bond

IV. **Copies:** Please provide one (1) electronic copy, one (1) original, and four (4) copies of your bid/proposal.

V. **Faxed or emailed submittals are not accepted.**

Submittals can be mailed to:

City of Milton
Purchasing Department
P. O. Box 909
Milton, FL 32572

or delivered to:

City of Milton
Purchasing Department
6738 Dixon Street
Milton, FL 32570

Submittals must be sealed and marked:

To: CITY OF MILTON

VENDOR Name: _____

SEALED BID * DO NOT OPEN

Sealed ITB#: 2023.13

Title: Sportsplex Basketball Courts

DUE DATE/TIME: August 30, 2023 / 2:00 p.m. (CST)



BIDDER'S/PROPOSER'S DECLARATION

ITB 2023.13 Sportsplex Basketball Courts

The bidder/proposer understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid/proposal submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and to award the proposal in part or in any manner deemed to be in the best interest of the City.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids/proposals from interested parties at its offices located at City Hall, Milton, Florida. Any submittal received after the deadline will **not** be considered.
7. Bids/proposals will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid/proposal in which there is an alteration of, or departure from the bid/proposal form hereto attached.
9. The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid/proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid/proposals of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with their sealed bid/proposal. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids/proposals.
12. For Bids-Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **For Bids/NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder/proposer will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number

- Vendor Application
 - Certificates for Liability, Vehicle, and Worker’s Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
 - Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
 16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
 17. All bidders/proposers are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
 18. If required- That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance. (A declaration of insurance form must be provided before any work will begin.)
 19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **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 THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, CityClerk@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
 20. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) gov.info)
 21. That this bid/proposal may be withdrawn by requesting such withdrawal in writing at any time prior to opening date, but may not be withdrawn after such date and time.
 22. That by submission of this bid/proposal the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
 23. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid/proposal.
 24. Recommendations are posted on city web page via agendas prior to award.
 25. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

BIDDER: _____
Company Name

Address/City/Zip

_____	_____
Phone	Email

_____	_____
Contact Name	Title

_____	_____
Company Representative <u>Signature</u>	Date

BID FORM
ITB 2023.13 Sportsplex Basketball Courts

Bid Amount \$ _____

Additive Alternate Bid Amount \$ _____

License # _____

Acknowledgement of Addendums: _____ *(list numbers or N/A)*

Contractor shall complete the attached SCHEDULE OF VALUES and submit along with the Bid. The Lump Sum Bid Amount provided above is the total compensation for all of the work depicted on the Construction Plans and Specifications provided herein. Unit prices provided in this SCHEDULE OF VALUES will be used to support review and approval of Applications for Payment and as a basis of negotiation for any change orders resulting from Owner Driven changes in scope or unforeseen conditions. The Bidder is responsible for independent confirmation of the Engineer's Estimate of Quantities provided within the SCHEDULE OF VALUES FORM. The Bidder may mark up the SCHEDULE OF VALUES to reflect any disagreement with the provided quantities.

SCHEDULE OF VALUES

BASE BID:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SITWORK & DEMOLITION				
1	Mobilization (<= 3% of Total)	1	LS		
2	Maintenance of Traffic (Plan & Implementation)	1	LS		
3	NPDES NOI & Reporting	1	LS		
4	Construction Layout Staking	1	LS		
5	Testing Lab Services	1	LS		
6	Erosion Control – Silt Fence	1,138	LF		
7	Erosion Control – Inlet Protection	2	EA		
8	Clear & Grub	1	LS		
9	Asphalt Cut & Patch	6	SY		
10	Ex. Curb & Gutter (Remove)	250	LF		
11	Protect Existing Utilities	1	LS		
12	NOT USED				
13	Grading	8,510	SY		
14	Excavate and Haul Offsite (To Owner's Location)	4,990	CY		
15	On-Site Fill Compacted in Place	175	CY		
16	1-1/2" FDOT Type SP-12.5 Asphalt Concrete (Parking Areas)	480	SY		
17	1-1/2" FDOT Type SP-9.5 Asphalt Concrete (Basketball Courts)	2,180	SY		
18	8" ASTM F3102 Rubber Safety Surface	267	SY		
19	50# Riprap with Crushed Stone Bedding	60	SY		
20	Terratex SD Filter Fabric	327	SY		
21	4" Compacted Aggregate Base	2,177	SY		
22	6" FDOT Graded Aggregate Base	520	SY		
23	6" Compacted Subgrade (95% ASTM D698) (Playground)	283	SY		
24	12" Compacted Subgrade (98% ASTM D1557)(Parking Areas, Basketball Courts and Pavilion Slab)	2,414	SY		
25	Compact Subgrade for Sidewalks	475	SY		
26	4" Thick Concrete Sidewalk	475	SY		
27	4" Thick Pavilion Slab w/ Thickened Edge	32	SY		
28	FDOT Type "Curb & Gutter	364	LF		
29	12" Ribbon Curb	1,088	LF		

30	FDOT Type "C" Inlet	4	EA		
31	FDOT Type "J" Junction Box	1	EA		
32	Type "D" Overflow Structure	1	EA		
33	12" Mitered End Section	1	EA		
34	18" Mitered End Section	1	EA		
35	12" PVC Storm Water Pipe	153	LF		
36	18" PVC Storm Water Pipe	259	LF		
37	Miscellaneous Drainage Fittings	1	LS		
38	4" PVC Sanitary Sewer Service	143	LF		
39	4" PVC Sewer Cleanout	3	EA		
40	Tie 4" PVC Sanitary Sewer to Ex. Manhole	1	EA		
41	Miscellaneous Sewer Fittings	1	LS		
42	1" HDPE (PE4710) C901 DR9 Water Service	100	LF		
43	1" RPZ Backflow Prevention Device	1	EA		
44	Hot Box Assembly & Concrete Slab	1	EA		
45	Miscellaneous Water Fittings	1	LS		
46	Pavement Marking (Parking & H/C)	1	LS		
47	Pavement Marking (Basketball Courts)	1	LS		
48	Handicap Sign	1	EA		
49	Concrete Wheel Stop	2	EA		
50	6' High Chain Link Fence	364	LF		
51	6' High Chain Link 12' Double-Swing Gate	1	EA		
52	Pavilion	1	LS		
53	NOT USED				
54	NOT USED				
55	Segmental Block Retaining Wall (Complete)	1,676	SF		
56	North Concrete Swale	17	CY		
57	West Concrete Swale	45	CY		
58	Temporary Construction Entrance	1	LS		
59	Grade Swale Behind Building and Playground	1	LS		
60	Rake, Dress, & Fine Grade	2,992	SY		
61	Common Bermuda Sod (Pond Slopes, Grassed Swale & all Disturbed Areas)	3,800	SY		
62	Demobilization/Cleanup	1	LS		
63	Coordination With Florida Power & Light for Guy Wire Relocation	1	LS		
64	Earthwork Allowance	1	LS		

65	Bonds	1	LS		
67					
68					
69					
70					
71					
72					

Bidders may use line items 67 – 72 to incorporate any additional pay items not anticipated by the Engineer.

**TOTAL
BASE
BID \$** _____

ADDITIVE ALTERNATE BID – CONCRETE BASKETBALL COURTS:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	5" Thick Reinforced Concrete per Alt Detail	2,180	SY		
2	Delete 12" Concrete Ribbon Curb	(947)	LF		
				TOTAL Add Alt BID \$	

Additional Costs, Special Exceptions, Notes or Comments:

Prices are valid for 90 days from time of opening.

The undersigned agrees to the above terms and conditions.

BIDDER: _____

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS

ITB 2023.13 Sportsplex Basketball Courts

A. GENERAL INFORMATION:

The City of Milton is seeking bids for construction including, but not necessarily limited to, four basketball courts, a playground, a covered pavilion, asphalt parking, pedestrian access, stormwater, as well as potable water and sanitary sewer services as more particularly defined in the provided Construction Plans and Technical Specifications.

Note: The City of Milton will be responsible for Landscaping (with the exception of sod as required in the Construction Plans), and Fencing (with the exception of the stormwater retention pond fence).

See Additional 4 Attachments:

- Attachment A- Project Manual - Specifications
- Attachment B- Drawings
- Attachment C- Required Bid Forms due with Bid
- Attachment D- Draft of: Contract Agreement, and additional Forms due with contract

B. PROJECT BACKGROUND & PURPOSE:

These improvements will be provided under a Land and Water Conservation Fund Grant from the Florida Department of Environmental Protection with matching funds from the City of Milton. The purpose of the project is to enhance community health and well-being by provision of outdoor recreation opportunities.

C. LIQUIDATED DAMAGES:

- a. **\$1,000 per day for substantial completion at 180 days.**
- b. **\$500 per day for final completion at 210 days.**

D. CONTRACT TIME COMPLETION: 180 days substantial completion; and 30 days for final completion to equal a total of 210 days.

E. BID BOND GUARANTEE:

Each Bid must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been checked and compared, the OWNER will return the BONDS of all except the three lowest BIDDERS. When the AGREEMENT is executed, and the PAYMENT and PERFORMANCE BONDS have been executed and approved, the BID BONDS of the remaining BIDDERS will be returned. A certified check may be used in lieu of the BID BOND.

Each bidder shall guarantee that they will not withdraw his/her bid for a period of 90 days after the bids have been opened.

F. PERFORMANCE and PAYMENT BOND:

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by OWNER, will be required for the faithful performance

of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, and Insurance on or before ten (10) calendar days following delivery of the notice of award to the BIDDER. If the BIDDER fails to properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default.

The OWNER, after receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded, shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Santa Rosa County Clerk of Court's office and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the owner.

G. PERMIT/LICENSES:

- **Underground Utility Contractor License**
- **General Contractor License for Covered Pavilion**
- **Note: ERP Stormwater permit will be furnished by the City of Milton.**
- **Contractor shall file the National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form and provide the necessary Stormwater Pollution Prevention Plan and all associated inspections during the course of construction. Evidence of the filing of the NPDES NOI must be provided to the City of Milton prior to commencement of sitework.**
- **Contractor shall obtain Santa Rosa County Building Permit for Pavilion.**

H. REFERENCES:

List at least 3 project references, but no more than five (5), of work which best illustrates current qualifications relevant to this solicitation which will be performed by personnel assigned to this project. Provide information, including narrative and depictions.

I. RESOURCES: (Drawings - See Attachment B)

J. LIABILITY AND INDEMNIFICATION

To the extent permitted by law, the contractor will release, indemnify, defend and hold harmless the City of Milton, from and against all claims, losses, damages, costs (including legal fees), expenses and liabilities in respect of personal injury including death or disease to any person employed by contractor, arising from or relating to the performance of the agreement.

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.

K. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

L. FORCE MAJEURE:

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

M. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this contract necessary.

N. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.