



## **AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES**

THIS AGREEMENT, effective this 21st day of February in the year, 2023, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Sport Surfaces, LLC  
(hereinafter CONTRACTOR) 7011 Wilson Road  
West Palm Beach, FL 33413

Contract Name: Recreational Court Resurfacing

Contract Number: RFB2023-3466

Contract Term: Three (3) years plus two (2) 1-year renewal options  
(Not to exceed 5 years)

Not to Exceed Amount: \$500,000.00

**WHEREAS**, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

**WHEREAS**, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

**WHEREAS**, COUNTY awarded the Bid to CONTRACTOR; and

**WHEREAS**, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed**. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service**. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal**. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement**. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting**. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder,

which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

**6. Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

**7. Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

- a. The volatility is due to causes wholly beyond the successful bidder's control.
- b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.
- c. The effect on pricing or availability of supply is substantial.
- d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

**8. Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

## **9. Public Records.**

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

**9.2 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 (772) 419-6959, [public\\_records@martin.fl.us](mailto:public_records@martin.fl.us), 2401 SE MONTEREY ROAD, STUART, FL 34996.**

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

**10. Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A **per project** limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire

Medical Expense -

\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

**11. Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

**12. Governing Law.** The laws of the State of Florida shall govern this Agreement.

**13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

**14. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

**15. Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of

interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

**16. Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- e. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- f. Contractor's Certificate of Insurance required in the Request for Bid;
- g. Contractor's response to the RFB or soliciting document.

**17. Dispute Resolution.**

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

**18. Confidential Information.**

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be

deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

**19. E-Verify.** In compliance with Section 448.095, Fla. Stat., the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

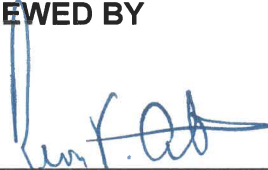


- a. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The COUNTY, the CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this Article shall terminate the contract with the person or entity.
- c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of Article 32, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of Article 32 is not a breach of contract and may not be considered such.
- e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 18 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 18.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolve as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

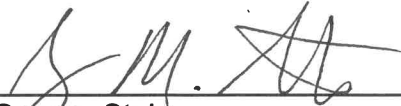
IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

**REVIEWED BY**



\_\_\_\_\_  
 Kevin Abbate  
 Parks & Recreation Director

**BOARD OF COUNTY COMMISSIONERS  
 MARTIN COUNTY, FLORIDA**



\_\_\_\_\_  
 George Stokus  
 Assistant County Administrator

**SPORT SURFACES, LLC**



\_\_\_\_\_  
 Paul Gold  
 Manager

**APPROVED AS TO FORM & LEGAL  
 SUFFICIENCY**



\_\_\_\_\_  
 Sarah W. Woods  
 County Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Includes, but is not limited to all labor, materials, and services necessary to furnish and install surfacing and/or striping for basketball, tennis, pickleball, roller hockey and other asphalt/concrete athletic courts located at various Parks facilities throughout Martin County.

This specification shall define the color coating system application and striping applications for asphalt tennis courts. All work required for sub-base construction, drainage, fencing, concrete, and asphalt is outlined in the specification of the American Sports Builders Association (USTC & TBA) Type V.

#### **A. Submittals**

- 1) Comply with submittal procedures and submit proposed products to County for approval prior to beginning work.
- 2) Product Data: Submit manufacturer's product data, including surface and crack preparations and application instructions
- 3) Samples: Submit manufacturer's color samples of color coating.
- 4) Manufacturer's Certifications: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- 5) Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, and date of application.
- 6) Applicator's Project References: Submit applicator's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, type, and quantity of color coating system applied and date of application.
- 7) Warranty Documentation: Submit manufacturer's standard warranty.

#### **B. Quality Assurance**

- 1) Manufacturer's Qualifications:
  - Manufacturer regularly engaged, for the past five (5) years, in manufacture of asphalt tennis court surface color coating systems of similar type to that specified.
  - United States owned company.
- 2) Applicator's Qualifications:
  - Applicator regularly engaged, for the past three (3) years, in application of tennis court surface color coating systems of similar type to that specified.
  - Employ persons trained for application of tennis court surface color coating systems.

#### **C. Delivery, Storage and Handling**

- 1) Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

- 2) Storage and Handling Requirements:
  - Store and handle materials in accordance with manufacturer's instructions.
  - Keep materials in manufacturer's original, unopened containers and packaging until application.
  - Store materials in clean, dry area indoors.
  - Store materials out of direct sunlight.
  - Keep materials from freezing.
  - Protect materials during storage, handling, and applications to prevent contamination or damage.
  - Close containers when not in use.

#### **D. Ambient Conditions**

- 1) Do not apply asphalt tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within twenty-four (24) hours after application.
- 2) Do not apply asphalt tennis court surface color coating system when rain is expected during application or within twenty-four (24) hours after application.

#### **E. Court Resurfacing Specifications**

- 1) Court Preparation: Pressure Clean all surfaces to remove all loose dirt, mildew, oil spots and foreign matter from courts. Machine sand surface as necessary.
- 2) Patching: All areas holding 1/8 inches of water for more than one (1) hour after flooding shall be patched with acrylic patch binder. All patches shall be sanded level with surrounding court area.
- 3) Crack Repair: Fill all cracks 1/16 of an inch with acrylic crack filler. All filled cracks shall be sanded level with surrounding court.
- 4) Acrylic Resurfacer Course: Over the entire court area, apply one (1) coat of acrylic resurfacer, a concentrated and pigmented emulsion fortified with silica sand to provide a levelling and filler coat for succeeding color applications.
- 5) Acrylic Color Course: Apply two (2) coats of multi-purpose color plus silica sand to provide a tough, durable, textured playing surface.
- 6) Color: Colors are to be determined prior to work commencing. Contractor to supply available color chart. Martin County Parks colors will be blue and green, unless otherwise specified. Lines are to be white in color unless a specific job requires and different color with County's approval.
- 7) Repaint posts where applicable.
- 8) Playing Lines: Accurately locate, mark and paint appropriate playing lines, using heavy bodied acrylic latex compound with pigments and mineral filler to form a high hiding line for application of asphalt or acrylic color coated surfaces. White in color unless specified differently with Martin County Parks approval.

#### **F. Exceptions to Specifications**

- 1) A fiberglass membrane over repaired cracks or over the entire court surface may be required and will be determined on a case-by-case basis.
- 2) Additional coat of resurfacer may be necessary if fiberglass membrane is used and shall be determined on a case-by-case basis.

## **G. Warranty**

- 1) Contractor will warrant the completed resurfacing to be free of significant defects in workmanship and materials for a period of no less than one (1) year from the date of completion of the work.

## **H. Examination**

- 1) Contractor, along with a representative of the Martin County Parks Department, will examine courts prior to commencement of work to determine the extent of the repair work needed.
- 2) Contractor shall notify Martin County of conditions that would adversely affect application or subsequent use.
- 3) Contractor shall not begin surface preparation or application until unacceptable conditions are corrected and reviewed by the County Parks staff.
- 4) Contractor will verify with County Parks staff, each application fiberglass, surfacer, and topcoat.
- 5) Prior to any post placement or line painting, Contractor will confirm measurements with County Parks staff.

## **I. Protection**

- 1) Allow a minimum of twenty-four (24) hours curing time before opening tennis courts for play.
- 2) Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at the time of Substantial Completion.

## **J. Contractor Responsibilities**

- 1) Safety - The Contractor shall conduct his operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the project. The area being resurfaced must be clean and orderly, with all supplies and tools properly stored to prevent a safety issue. Site, materials, and tools must be secure when workers are not present.
- 2) Measurement and Payment for Unspecified Work
  - The work covered by this item consists of unforeseen items of work not included in other bid items, but necessary for accomplishing the work, and shall apply only to extra work or additional items over and above those specified.
  - The cost of this additional work shall be agreed upon in writing and approved by the authorized representative of Martin County prior to starting any additional work. The value of the work shall be based on unit prices of similar bid items called for in the bid.
- 3) Other Requirements
  - Furnish owner with an estimated start date. Actual start must be no more than two weeks past estimated start time to eliminate scheduling conflicts

with Martin County Parks. Contractor also agrees to stay on job once started until completed, inspected by the Parks Department, and signed off as completed.

- Start and complete project within two weeks of confirmation of start date, as specified in the contract documents.
- Furnish all labor, materials, and equipment to fully execute job.
- Furnish and maintain temporary flagging and barricades as required to protect employees and the public at all times.
- Daily clean-up of trash and debris. Excess material to be disposed offsite by Contractor, NO dumping of any materials into or onto the grounds of the Park System. ALL materials removed such as asphalt, concrete, old nets, poles, and any miscellaneous construction materials are to be disposed of properly by the Contractor with their onsite dumpster or vehicle.
- Contractor must use materials that meet the guidelines and specifications for the “American Sports Builders Association” (United States Tennis Court and Track Builders Association).

#### **K. Subcontractors**

- 1) Contractor will be required to establish, to the satisfaction of the County, the reliability and responsibility of the subcontractors, if any, proposed to furnish and perform the work described herein.
- 2) Contractor must have vehicles marked with the logo or lettering of the company, and the workers must wear shirts identifying the business doing the work. Uniform, shirt and, shoes, and safety equipment must be worn at all times.
- 3) Prior to the award of the contract, the County will notify the Contractor in writing if, after due investigation, the County has reasonable objection to any such proposed person or entity. If the County has reasonable objection to any proposed subcontractor, the Contractor shall submit an acceptable substitute person or entity with no adjustment in his bid price.
- 4) Subcontractors proposed by the Contractor and to whom the County has made no reasonable objection must be used on the work for which they were proposed and shall not be changed without written consent and approval by the County.
- 5) Contractor shall be fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 6) Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the County. Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in the contract until he has received written approval of the subcontractor from the County.

**PROJECT LIST**  
(As funding allows)

**SSG. Justin Johnson Park at Banner Lake - 12212 SE Lantana Ave., Hobe Sound**

- Two (2) Basketball Courts in One (1) Battery

**Stuart Beach – 889 SE Ocean Blvd., Stuart**

- Two (2) Basketball Courts (Line Only)

**Wojcieszak Park – 4733 SE Grouper Ave., Stuart**

- One (1) Combination Tennis/Pickleball
- One (1) Futsal Court
- Six (6) Racquetball Courts
- One (1) Basketball Court

**Halpatiokee Park – 8303 SW Lost River Rd., Stuart**

- Twelve (12) Pickleball Courts in Two (2) Batteries
- Six (6) Combination Tennis/Pickleball in Three (3) Batteries
- One (1) Roller Hockey Arena

**LCpl Justin Wilson Park – 2050 SW Mapp Rd., Palm City**

- Two (2) Tennis Courts in one (1) battery
- Six (6) Pickleball Courts in one (1) battery
- Four (4) Racquetball Courts (line only)
- One (1) Basketball Court

**County Line Park – 18530 SE County Line Rd., Tequesta**

- Two (2) Tennis Courts in One (1) Battery

**Fire Station # 36 – 18405 SE County Line Rd., Tequesta**

- One (1) Basketball Court

**Pettway Park – 8243 SE Pettway Ave., Hobe Sound**

- One (1) Basketball Court (Line Only)

**New Monrovia Park – 4450 SE Field St., Stuart**

- One (1) Basketball Court (line only)

**William “Doc” Meyers Park – 10000 SE Dixie Hwy., Hobe Sound**

- Two (2) Tennis Courts in one (1) battery
- Six (6) Pickleball Courts in one (1) battery
- Two (2) Basketball Courts (Line Only)

**Langford Park- 2369 NE Dixie Hwy., Jensen Beach**

- Four (4) Tennis Courts in Two (2) Batteries
- Four (4) Pickleball Courts in One (1) Battery
- Four (4) Racquetball Courts (Line Only)
- Two (2) Basketball Courts in One (1) Battery

**Lamar Howard Park – 2824 SE Ellendale St., Stuart**

- One (1) Futsal Court
- One (1) Basketball Court
- One (1) Basketball Court (line only)

**JV Reed Park – 9004 SE Athena Ave., Hobe Sound**

- Four (4) Tennis Courts in Two (2) Batteries
- Two (2) Racquetball Courts (Line Only)
- Two (2) Basketball Courts (Line Only)

Martin County makes no guarantee that any or all of these projects will be done and shall not be held to any minimum/maximum quantities or dollars during the term of this contract.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

**RFB2023-3466**  
**RECREATIONAL COURT RESURFACING**

*This form shall be typewritten. Handwritten forms will not be accepted.*

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	Court Resurfacing Complete; 3 Coat Sportmaster System	12,960	SF	\$ 0.84	\$ 10,886.40
2	Line Painting	960	LF	\$ 0.50	\$ 480.00
3	Fiberglass Membrane Repair, Large	12,960	SF	\$ 0.42	\$ 5,443.20
4	Fiberglass Membrane Repair, Cracks	500	LF	\$ 3.39	\$ 1,695.00
5	Post Removal & Replacement	4	EA	\$ 175.00	\$ 700.00
6	New Tennis/Pickleball Post Installation	8	EA	\$ 1,000.00	\$ 8,000.00
7	Concrete Court Pressure Washing	12,960	SF	\$ 0.09	\$ 1,166.40
<b>TOTAL</b>					<b>\$ 28,371.00</b>

**CHECK TOTALS! The County is not responsible for mathematical errors.**

**INSTRUCTIONS**

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be

This form must be returned with bid. Bids on any other form will not be accepted.

Sport Surfaces LLC  
Company Name

Paul Gold  
Name of Authorized Representative (Print)

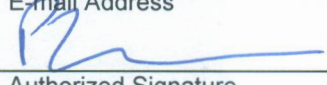
7011 Wilson Road  
Street Address

Manager  
Title

West Palm Beach FL 33413  
City, State, Zip

pgold@sportsurfaces.com/sandra@sportsurfaces.com  
E-mail Address

561-964-2001  
Telephone

  
Authorized Signature