

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City" or "Owner"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Professional Tennis Court Services, (hereinafter referred to as "Supplier" or "Contractor"), a Florida corporation, whose address is 17183 60th Lane North, Loxahatchee, FL 33470, this 10 day of October, 2017.

WHEREAS, the clay tennis courts at Delray Beach Tennis Center (201 W. Atlantic Ave.) and the Delray Beach Swim and Tennis Club (2350 Jaeger Dr.) facilities were damaged during Hurricane Irma.

WHEREAS, the City desires to contract with Supplier to resurface the clay courts at both sites to return the courts to their original, playable condition.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Supplier shall provide to the City products and/or services in accordance with and pursuant to the terms, conditions, and pricing contained in the Scope of Services, attached as Exhibit 1.

3 The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to the Supplier. Upon receipt of such notice, the Supplier shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by the Supplier prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

4 The Supplier shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Supplier or its employees, agents, servants, partners, principals, or subcontractors. The Supplier shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Supplier expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Supplier shall in no



way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided. The obligations of this section shall survive the term of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Supplier under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

5 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

6 This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. Furthermore, the parties hereby waive their respective rights to a trial by jury. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

7 Supplier shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit 2, Insurances, in accordance with the terms and conditions stated.

8 IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Supplier shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City 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 Florida Statute or as otherwise provided by law.

- iii. 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 Supplier does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Supplier or keep and maintain public records required by the City to perform the service. If the Supplier transfers all public records to the City upon completion of the Agreement, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Agreement, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Supplier does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 Whenever either Party desires to give notice to the other, such notice must be in writing, sent by commercial express carrier (FedEx, UPS, DHL, etc..) with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City of Delray Beach
Attn: Neal de Jesus, Interim City Manager
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With copy to:

City of Delray Beach
Attn: R. Max Lohman, City Attorney
200 NW 1st Avenue
Delray Beach, FL 33444



For Supplier:
Professional Tennis Court Services
Attn:
17183 60th Lane North, Loxahatchee, FL 33470

10 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

11 Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Supplier and its subcontractors and lower tier subcontractors. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

12 The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.



[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Supplier executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to form and legal sufficiency:

R. Max Lohman, City Attorney

Professional Tennis Court Services

By: _____

Print Name: Bradley Simms

Title: Owner

(SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida

Exhibit 1: Scope of Services

The Project Site

The City of Delray Beach, Palm Beach County, Florida

- Address of Site:
- A) Delray Tennis Center
201 West Atlantic Avenue
Delray Beach, FL 33444
 - B) Delray Swim & Tennis Club
2350 Jaeger Drive
Delray Beach, FL 33444

Project Description

- A. For the price identified below, Contractor agrees to Laser Grade fourteen tennis courts at the City of Delray "Project Site A" and Laser Grade twenty four tennis courts at "Project Site B".

I. Contract Price

- A. Owner agrees to pay Contractor \$49,746.90 for "Project A" and \$155,253.10 for "Project B".
- B. Contract Price subject to deductions or additions by means of request for changes as produced by Owner, project delays not due to contractor or unforeseen conditions.
- C. Unit Price for additional Har-Tru if needed is \$400.00 per ton.

II. Schedule Start of Construction

- A. Work under this agreement will begin tentatively October 26, 2017 for "Project A" and will start "Project B" once completed with "Project A" Contractor reserves the right to request the following:
 - 1. Signed and Returned Contract.
 - 2. Deposit for "Project A" to be supplied a minimum of 5 days prior to start of "Project A".
 - 3. Deposit for "Project B" to be supplied a minimum of 5 days prior to start of "Project B".

III. Schedule Completion of Construction

- A. Work under this Agreement will be substantially completed within 14 calendar days for "Project A".



- B. "Project B" will commence upon completion of "Project A" and will be substantially completed within 28 calendar days following the start of "Project B". Contractor shall provide a construction schedule no later than ten (10) days following the signing of this contract.
- C. Construction time is measured from the start of each project.
- D. Additional time will be granted for weather patterns that cause the construction to stop due to acts of God, rain, thunderstorms, tropical storm, windstorm and/or hurricane.
- E. If a hurricane is to occur, the contractor shall be given the number of days the hurricane stays in the area plus two (2) days.

IV. Documents Incorporated

- A. This agreement incorporates by reference certain documents which define and describe the work to be done: The following documents are incorporated as though included in full as part of this Agreement.
 - Proposal for "Project A" attached as Exhibit A.
 - Proposal for "Project B" attached as Exhibit B.

V. Ownership of Plans

- A. Plans, Drawings, Specifications and copies (if any) prepared for use in construction under this agreement are the property of Professional Tennis Court Services and they retain all common law statutory rights to these Plans, Drawings and Specifications. Unauthorized use of these documents is strictly prohibited.

VI. Scope of Work

- A. Contractor shall supervise and direct the work and accepts responsibility for construction means, methods, techniques, sequences and procedure required to complete the scope of work (as outlined in Exhibit A and Exhibit B) in compliance with the latest code requirements.
- B. Contractor warrants that all materials and equipment furnished under this contract shall be good quality and new.
- C. Contractor is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. Contractor shall be responsible for allocation of tasks between trades and will be responsible for location and routing of equipment and storage of materials on the Project site.



- D. Contractor shall make a best effort to adopt and implement policies and practices designated to minimize Work stoppages, slowdowns, disputes or strikes. Except as may be specifically provided elsewhere in this or a separate agreement.
- E. This agreement is the product of a confidential relationship between Contractor and Owner requiring that both Parties exchange confidential information, the disclosure of which would constitute a loss. Both Contractor and Owner shall use at least the same degree of care in protecting confidential information as related to the Project as when maintaining their own confidential information; but, in no case not less than a reasonable degree of care.

VII. Project Site Safety

- A. Contractor will at all times take all reasonable precautions for the safety of the employees and the public at the Project site and will comply with all applicable safety Laws and regulations of federal, state, and local laws and regulations of federal, state and local authorities and safety Requirements of Owner.
- B. Contractor shall name owner as additional insured on Contractor General Liability Policy and shall provide Owner with a copy of such policy not later than twenty (20) days after signing this policy.

VIII. Compliance with Law

- A. Contractor and Owner mutually commit to use reasonable care to meet the Requirements of state, federal and local Law when discharging their responsibilities under this agreement.
- B. If Law enacted after the Contract Date changes the Scope of Work under this agreement, Contractor and Owner will execute a Change Order adjusting the Contract Price and Contract Time to accommodate the change in Scope of Work, if necessary.
- C. Except as required by Law, Owner is not responsible for any breach of the law by Contractor. Except as required by Law, Contractor is not responsible for any breach of Law by Owner.

IX. Survey

- A. Contractor shall establish lines, points and levels adequate for layout of the Project (if a survey is required). Contractor shall be responsible for accuracy of this survey and shall make good any Defect in the Work which results from and error in the survey provided by Contractor (if a survey is required).

X. Project Cleanup



- A. Contractor shall regularly remove from the Project Site and storage areas all surplus material, waste and debris resulting from the Work. Construction debris shall be removed to a legal refuse collection site with disposal or recycling fees paid by Contractor. At completion of the Work, Contractor shall, in addition, remove from the Project Site all tools and equipment brought to the Project Site by Contractor or Subcontractors.

XI. Owner's Responsibilities

- A. Owner will respond in writing and with reasonable promptness to written request from Contractor for information relevant to completion of the Work. Owner will identify a Representative qualified to respond to questions from Contractor when Owner is not available. Contractor is authorized to rely on written responses from Owner and the identified Representative.
- B. Owner affirms that Owner has the right to enter into this Agreement and the right to contract for the Project. Contractor shall include all taxes and assessments in their contract price.
- C. Owner shall have sole responsibility to secure financing for the Project and shall pay all fees, charges, or other cost of such financing, including Inspection fees charged by any lender.
- D. Owner will not interfere with or permit others to interfere with, stop hinder, or delay completion of the Work by Contractor or Subcontractors except as provided under this agreement or as required by law.

XII. Representation by Contractor

Contractor affirms that their company is financially solvent, experienced, competent, and has resources necessary to complete the Work.

XIII. Access to Site by Owner

While Work is in preparation or in progress, Contractor shall, at all time, provide access to the Project Site to Owner and those authorized by Owner. Contractor shall provide safe and proper facilities for such access. Owner and those authorized by Owner shall have the right to inspect all Work done and all materials and equipment installed or stored in or about the Project Site.

XIV. Payment Plan

Owner will pay Contractor the Contract Price in the installments consisting of an initial payment and final payment on the completion of the Work. Payment shall be received within 15 days after submission of invoice for final payment. Initial payment shall be made in accordance with Paragraph II above and XV below.

XV. Initial Payments



- A. Before the start of "Project A", Owner shall pay contractor \$24,873.45 to cover cost of mobilization and material/supplies.
- B. Before the start of "Project B", Owner shall pay contractor \$77,626.55 to cover cost of mobilization and material/supplies.

XVI. Final Payments

- A. Owner shall pay to Contractor \$24,873.45 at the completion of the work and following the signing of Final Completion Document for "Project A".
- B. Owner shall pay to Contractor \$77,626.55 at the completion of the work and following the signing of Final Completion Document for "Project B".

A. Processing Payments

- 1. Contractor shall provide Owner with an invoice with services provided and due date for each payment.

B. Late Fees

- 2. If Contractor has not received the final amounts due and owing within 15 days following the completion of work and signing of Final Completion Document, Contractor shall be entitled to a late fee in the amount of eighteen (18%) percent annual interest calculated on the balance due.

XVII. Liens and Waivers

- A. Contractor will ensure that the Subcontractors, tradesmen and Material Suppliers working under direction of Contractor are paid when due to avoid the exercise of lien rights provided by state law. Partial release of liens shall be provided for prior pay request, from contractor.

XVIII. Details of Lien Claims

- A. Contractor warrants and guarantees that the Project will be completed free of liens (against the bond for public jobs), claims, security interest, and encumbrances of subcontractor, tradesman and material suppliers working under direction of Contractor on the Project.

XIX. Changes in the Work

- A. Except as provided elsewhere in this Agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be



made without mutual agreement and written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.

- B. The charge for Extra Work shall be the normal selling price Contractor charges for similar changes on their jobs.
- C. If any Change Order increases or decreases the time required for completion, Owner and Contractor shall make an appropriate adjustment in the Contract Completion Date.
- D. Other clauses in this Agreement notwithstanding, there will be no reduction in the value of the Work without a written Change Order.
- E. When signed by Contractor and Owner, each Change Order becomes a Contract Document.

XX. Defective Work

On written notice from Owner to Contractor, Contractor shall promptly remove from the Project site all Work or materials not in compliance with the contract, whether or not such rejected Work or materials incorporated in the Project. Contractor shall promptly repair or replace such rejected Work or materials at no cost to Owner.

XXI. Call-Backs

On written notice from Owner within 60 calendar days after Substantial Completion (the call-back period), Contractor shall promptly repair or replace any portion of the Work which becomes Defective due to faulty materials or workmanship. Damage to the tennis courts cause by force majeure, which including but not limited to heavy rain, high winds, severe thunderstorms, flooding, tropical storms, hurricanes, fire, or negligence by the Owner and/or its employees or agents are not considered defects covered by the warranty provided by the Contractor.

XXII. Warranty

Contractor warrants that the Work shall be free Defects due to faulty material or workmanship for the period of 60 days.

A. General Requirements

1. Except as otherwise provided in this agreement, the warranty period shall begin from the date of Substantial Completion for "Project A" and for Substantial Completion for "Project B".
2. To make a warranty Claim under this agreement, Owner must send a clear and specific written complaint to Contractor at their principal address within 5 calendar days of discovering Defects, unless otherwise specified in the list of items covered under this warranty. Contractor shall make repairs, replacements and corrections promptly and at no expense to Owner.



3. Owner must provide Contractor with reasonable access during the Work Day perform obligations created by this warranty. If Owner fails to provide access, Contractor is relieved of the obligation to make repairs for which access has been denied.

XXIII. Intentionally Omitted

XXIV. Statues of Limitations

No action shall be brought to recover damages for any Defect in the Project more than 10 years after Substantial Completion if the Claim is based on a Latent Defect.

XXV. Insurance

Contractor and subcontractors shall carry workers' compensation insurance (unless exempted) and general/public liability insurance for the protection of Contractor and Owner during progress of the Work.

XXVI. Assignment of the Agreement

- A. Except as otherwise provided in this agreement, Contractor shall not assign this contract or sublet it as a whole without the written consent of Owner.
- B. Except as otherwise provided in this contract, Owner shall not assign this contract without the written consent of Contractor.

XXVII. Choice of Law

- A. The contract shall be governed by the Laws of the State of Florida.

XXVIII. Choice of Venue

- A. The Parties agree that venue for any action related to performances of this contract shall be in the County of Palm Beach in the State of Florida.

XXIX. Entire Agreement

The Contract Documents are the entire agreement and constitute a complete integration of all understandings between Contractor and Owner on the subject of the Project. The Contract Documents supersede all prior negotiations, representations and agreements, whether written or oral. No subsequent notation, renewal, addition, deletion, change or amendment to this contract shall have any force or effect unless in the form of a written Change Order or amendment to this contract.



XXX. Independent Contractor

- A. Contractor shall perform all obligations required by this agreement as an independent contractor and not as an employee of Owner. No agent, employee or Subcontractor of Contractor shall accrue leave, pension, insurance, or any other benefit provided to employees of Owner.
- B. Neither Contractor nor any employee of Contractor shall act as an agent, representative or employee of Owner. Contractor shall have no authorization, express or implied, to bind Owner to any agreement, liability, or understanding, except as expressly provided in this contract.
- C. It is expressly agreed and understood that this is a non-personal services contract under which professional services rendered as an independent contractor.

XXXI. Termination or Suspension of Work

- A. The Contract may be terminated by the Owner for the following reasons:
 - a. Contractor's failure to perform and meet schedule.
 - i. In such case the Contractor falls behind schedule for more than two consecutive weeks, Owner may issue a 3 day notice for contractor to provide a make-up schedule showing how they will make up the lost time.
 - ii. If in the two weeks duration following the issuance of the schedule, Contractor is not back on schedule, Owner reserves the right to hire another contractor to complete the work.
- B. Owner may suspend work if Contractor refuses to repair or replace defective work. In such case, the Contractor shall be paid for the work completed up to the point of suspension.
- C. The Contractor may suspend the work for Owner's failure to make payment in accordance with the payment plan set forth in this Agreement.

XXXII. Delivery Notices

- A. Any written notice required by this contract can be: (1) Delivered by enclosing in a stamped envelope addressed to the last known address of the intended recipient and their deposited in a United State Postal Service mailbox or given to a USPS employee, or (2) Consigned to a commercial courier service and addressed to the last Known address of the intended recipient. Notice is effective 5 calendar days after mailing or consignment to a courier service.
- B. Any written notice required by this contract can be delivered by e-mail to the address listed in this contract with a read receipt requested. Notice sent by e-mail shall be effective on delivery of the read receipt.



Chapter 558 Notice of Claim

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERERING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CPONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTEREST.

A handwritten signature or set of initials, possibly "BS", written in dark ink.

Exhibit A

Laser Grade Proposal For The Delray Tennis Center

Laser Grade Fourteen (14) Courts

- Spray algaecide to kill all growth on court.
- Remove all old lines and nails.
- Scarify court surface with 60" double row scarifier, all edges done with 24" powered scarifier.
- Remove dead material and dispose.
- Laser Taper original base to prepare for new Har-Tru
- Apply 5 tons of new Har-Tru per court.**
- Laser Taper all new Har-Tru with 60" laser grader hydraulic box blade.
- Install new herring bone tape with new nails.
- Roll courts to compact new Har-Tru.
- Sand and paint net posts.
- PTCS will provide observation and help with any necessary maintenance needed for the first 30 days after completion of the project
- All equipment needed for court laser grade will be supplied by PTCS.

**If additional Har-Tru is needed it will be supplied at a rate of \$400.00 per ton.

PLEASE NOTE THE FOLLOWING:

- The construction project will be completed weather permitted. PTCS is not responsible for any delays with the construction project due to weather. Delays can happen due to rain and/or Named Storms. We will do everything we can to stay on schedule however we will communicate if there are any delays due to the weather.
- We will remove and dispose of all old Har-Tru material as well as clean up any trash that comes from the construction project.
- We will repair any damage done during the construction project due to moving equipment and supplies to/from the Tennis Courts.
- We Do Not replace any bushes that may need to be removed from around from around the Tennis Courts to allow access through the fence for equipment.



- All project work is completed in house and done by Owner and employees of PTCS. There is nothing that is sub contracted out to other companies.
- All equipment is owned by PTCS. No equipment rentals are needed.
- We are not responsible for any damage done to the Tennis Courts after the project is completed.

Price includes all necessary equipment, permits (if applicable), supplies, etc.

Laser Grading Price: \$49,746.90

Payment Schedule:

50% Deposit Due to start project:	\$24,873.45
Upon Completion:	\$24,873.45

This proposal submitted on 09/28/2017 is valid for 30 days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.



Exhibit B

**Laser Grade Proposal
For
Delray Swim & Tennis Club**

Laser Grade Twenty Four (24) Courts

- Spray algaecide to kill all growth on court.
- Remove all old lines and nails.
- Scarify court surface with 60" double row scarifier, all edges done with 24" powered scarifier.
- Remove any debris from Hurricane including leaves, branches, etc.
- Remove dead material and dispose.
- Laser Taper original court base to prepare for the new Har-Tru.
- Apply 10 tons of new Har-Tru per court.** (This is the maximum we suggest at this time any more Har-Tru being added will not allow the courts to set up quickly for the upcoming season. Courts will last 5 to 7 years with ongoing proper maintenance.)
- Laser Taper all new Har-Tru with 60" laser grader hydraulic box blade.
- Perform an Irrigation performance test to test for line pressure, sprinkler function, and coverage of the courts. Adjust as necessary.
- Install new herring bone tape with new nails.
- Roll courts to compact new Har-Tru.
- Sand and paint net posts.
- PTCS will provide observation and help with any necessary maintenance needed for the first 30 days after completion of the project
- All equipment needed for court laser grade will be supplied by PTCS.

**If additional Har-Tru is needed it will be supplied at a rate of \$400.00 per ton.

PLEASE NOTE THE FOLLOWING:

- The construction project will be completed weather permitted. PTCS is not responsible for any delays with the construction project due to weather. Delays can happen due to rain and/or Named Storms. We will do everything we can to stay on schedule however we will communicate if there are any delays due to the weather.
- We will remove and dispose of all old Har-Tru material as well as clean up any trash that comes from the construction project.



- We will repair any damage done during the construction project due to moving equipment and supplies to/from the Tennis Courts.
- We Do Not replace any bushes that may need to be removed from around from around the Tennis Courts to allow access through the fence for equipment.
- All project work is completed in house and done by Owner and employees of PTCS. There is nothing that is sub contracted out to other companies.
- All equipment is owned by PTCS. No equipment rentals are needed.
- We are not responsible for any damage done to the Tennis Courts after the project is completed.

Price includes all necessary equipment, permits (if applicable), supplies, etc.

Laser Grading Price: \$155,253.10

Payment Schedule:

50% Deposit Due to start project:	\$77,626.55
Upon Completion:	\$77,626.55

This proposal submitted on 09/28/2017 is valid for 30 days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.



Exhibit 2: Insurance Requirements

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Purchasing Department and approved by the City's Risk Management Division.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The awarded Bidder must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- Do Not
apply to
our
business*
- a. Workers' Compensation Insurance – as required by law.
 - b. ~~Employer's Liability Insurance – \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease~~
 - c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
 - d. Automobile Liability Insurance - for owned, ~~non-owned and hired vehicles~~ – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by the Risk Management Division, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

