

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustee Work Session
Wednesday; February 15, 2023, @ 7:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Trustee Committee Reports
 - Policy and Procedure (Melanie) - Budget Hearing Procedures for Ballots - 1002BPR
 - Policy and Procedure (Melanie) - Budget Hearing Temporary Committee Charge
 - Policy and Procedure (Melanie) - Bidding-Procurement Check List - 1008PCL
 - Policy and Procedure (Melanie) - Additional Items Discussed (If Any)
 - Marina (Morris) - Fence the Marina
 - Marina (Morris) - Dock Boxes
 - Marina (Morris) - Railings
 - Marina (Morris) - Additional Items Discussed (If Any)
 - Budget & Finance (Terry) - Annual Budget 2023-2024 Fiscal Year
 - Budget & Finance (Terry) - Additional Items Discussed (If Any)
 - House & Grounds (Kyle) - RFP for Basketball Court and the Former Shuffleboard Court
 - House & Grounds (Kyle) - Additional Items as Needed
5. Additional Items as Needed

(Resident comments agenda item 3 minutes)
6. Adjournment

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: Budget Hearing Procedures for Ballots Meeting Date: 2/15/2023

Type of Meeting: _____ Workshop Board Meeting _____

Motion: _____ Discussion: (check one)

Rationale for Request: To instruct voting residents to better understand the hearing procedures for Ballot

Estimated Costs to District (if applicable)

N/A

Attachments/Supporting documents: None: _____

1002BPR

Board Trustee: Melanie A. Woodruff Date: 2/8/2023

Print Name: Melanie A. Woodruff

Received by: [Signature] Date: 2/8/2023

Notice of a public hearing shall be published at least 21 days prior to the hearing in a newspaper of general circulation in Manatee County.

The Chairman of the Board in a publicly noticed Board of Trustee Meeting shall appoint a committee of at least 6 residents to conduct the registration of the voters and the disbursement of the ballots for the Budget Hearing. The committee will automatically dissolve when an assessment is approved, and meeting is adjourned.

The ballot box shall be available and those present may cast their ballot at will. Resident-Owners do not need to remain for the balance of the meeting, however, if an additional vote is taken and the resident-owners are no longer present, they have surrendered their right to vote in that additional balloting.

The Resident-Owners will check in with the Board of Trustees appointed committee and receive a ballot. If the Resident-Owner is not known to the Registration committee, ID will be required to obtain a ballot. The ID address must match the official records used for this Hearing.

Owner-Residents subject to the assessment and present at the meeting shall be eligible to speak and to vote. (3 minutes each) If a majority of those subject to the assessment, present at the meeting, are opposed to the assessment, the assessment shall be reduced until approved by a majority of the Resident-Owners present.

This committee shall count the ballots and announce the results. The ballots cast by the Trustees shall be read into the record. The ballots shall be maintained in the District Office.

Approved: _____
Revised:
Effective: _____

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Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: Budget Hearing Temporary Committee Charge Meeting Date: 2/15/2023

Type of Meeting: _____ Workshop Board Meeting _____

Motion: _____ Discussion: (check one)

Rationale for Request: To ensure the residents have input into the budget hearing process

Estimated Costs to District (if applicable)

N/A

Attachments/Supporting documents: None:

Budget Hearing Committee Charge

Board Trustee: Melanie A. Woodruff Date: 2/8/2023

Print Name: Melanie A. Woodruff

Received by: [Signature] Date: 2/8/2023

BUDGET HEARING TEMPORARY COMMITTEE CHARGE

A record shall be kept of all meetings of the board of trustees and in such meetings, a concurrence of the majority of said trustees shall be necessary to any affirmative action taken by the board. Said trustees may adopt such rules and regulations, not inconsistent with any portion of this act, or chapters 189 and 418, Florida Statutes, as they may deem necessary or convenient in and about the transaction of the business of the board and in carrying out the provisions of this act. Notwithstanding any provisions to the contrary

Bayshore Gardens being a Park and Recreation District created a Temporary Budget Hearing Committee. The Members of the Committee shall be appointed by the Chairman of the Board of Trustees at a Board of Trustee Meeting. Trustees are encouraged to bring forward candidates for appointment to the committee. The Chairman/Trustee of the Budget and Finance Committee may sit in to advise the committee and answer questions. The committee shall meet at least once prior to the Budget Hearing in the Recreation Center with a publicly noticed meeting. Minutes must be kept and provided to the office.

The Committee shall consist of at least 6 members, eight members are encouraged. The committee shall be responsible for checking in the voters and distributing the wrist bands and ballots. The committee in its first meeting shall select a Chairperson and a secretary. The Chairman of the committee will oversee the committee counting the ballots at the conclusion of casting the ballots. The Chairman of the committee will announce the vote and read the ballots cast by the Trustees.

The committee shall be dissolved when the assessment is approved and the meeting adjourned.

The committee is charged with the following duties and responsibilities:

1. Check in the Resident-Owners from a list provided by Manatee County
2. Distribute the ballots and place wristband on voter
3. Hand out the rules 1002 BPR to the voters
4. Count the ballots and announce the results
5. Read the Trustee Ballots into the record.

Residents are encouraged to volunteer for this committee and may come forward at any meeting for appointment to this committee. Everyone is welcome to attend.

Approved: _____
Revised: _____
Effective: _____

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Agenda Item: Bidding/Proposement Meeting Date: 2/15/2023

Type of Meeting: _____ Workshop Board Meeting _____

Motion: _____ Discussion: (check one)

Rationale for Request: Inable Trustees to
have an instrument to help
with the RFP process

Estimated Costs to District (if applicable)

N/A

Attachments/Supporting documents: None: _____

1008 PCL

Board Trustee: Melanie C. Woodruff Date: 2/8/2023

Print Name: Melanie Woodruff

Received by: [Signature] Date: 2/8/2023

BAYSHORE GARDENS PARK AND RECREATION DISTRICT BIDDING/PROCUREMENT CHECK LIST

1008PCL

Bayshore Gardens Charter, page 5, (7 G), "A record shall be kept of all meetings of the board of trustees and, in such meeting, a concurrence of the majority of trustees shall be necessary for any affirmative action taken by the board. "

All contracts for construction, maintenance, goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for Category one (\$20,000.00), as such category may be amended from time to time, shall be contracted under the terms of these rules. Contracts for construction, maintenance, goods, supplies, and/or materials do not include printing, insurance, advertising, or legal service. (Bayshore Gardens Procurement policy 1008 P)

112.113, Fla.Sta., "Provides standards of conduct for public officers, employees of agencies and local government attorneys. It prohibits certain activities including the solicitation of, and acceptance of gifts, doing business with one's agency, unauthorized compensation, misuse of public position and conflicting contractual relationships."

Applicable State Laws: 189.016, 255.20, 255.20 (4), 287.057, 287.017, 287.055, 255.101, 287.133, 287.055, 218.70-218.80,

READ BAYSHORE GARDENS RFP REFERENCE BOOK

Steps taken to adhere to State Law and Board of Trustee Policy in Contracts for work over \$20,000.00

When the Board of Trustees determines that a contract will be needed for the repair or construction of a project, the Board shall:

The District Office shall create a folder for the project. The folder shall contain the originals of all documents pertaining to this project. This folder is a public record and must be in the District Office at all times. A copy of all minutes pertaining to the project shall be placed in this file.

1. Determine if the proposed project is an emergency pursuant to Florida State Law 255.025(5) and Board policy 1008P definitions.
2. Establish that funds are available for the project.
3. Determine the steps to be taken to start the RFP process or send to a committee for study and recommendations. **ESTABLISH THE SCOPE OF WORK. ALL FACT FINDING MUST BE DOCUMENTED.**
4. When possible, obtain an independent third-party recommendation for the Scope of Work for any project that will exceed \$20,000.00. Invite all interested parties to participate in a Public Board of Trustee Meeting.
5. Approve the Scope of Work for the project that is to be contained in the RFP.
6. The RFP provided by the District's attorney; Scott Rudacille shall be used as a guideline to create the RFP. (Riverwood Community Development District Invitation to Bid. Installation of Water Main Line ITB #2020)
7. Prepare or cause to be prepared an RFP and approve same RFP before it is placed in the newspaper legal notices per FS 255.0525 (2) and the Board policy, 1008P. Ensure that the RFP contains the time, day, and date of the meeting to open the sealed bids as well as all legal language of the Rudacille RFP.

8. Post the statutory newspaper notice for the project RFP, with the time, day, and date for contractors to respond in all appropriate publications in the State. The Board in an emergency may approve less than the 30 days required in the Procurement policy but may not be less than the 21 days' notice unless an emergency was declared in step 1, as required by State Law, and would require strictly adhering to the Board Policy/State Law and requirements in step 1 for definition of emergency and cannot be less than 14 business days.
9. Require any project that would exceed \$50,000.00 be required a minimum of the 21 days to receive bids unless a statutory state of emergency has been established by the Board of Trustees in step 1 above and cannot be less than 14 business days.
10. Ensure that all bids are received sealed and logged into the office with date, time, and date received. The bids must remain sealed until opened in a public meeting.
11. Hold a public meeting that has been noticed by law to open the bids after the statutory 7-day notice has been published in the Newspaper. The information shall be placed on the website as soon as date and time available but no less than the 7 days.
12. Open bids in a public meeting and Dollar amount of the bids be read with the name of the bidder and recorded in the minutes of the meeting. The bids in their entirety are not public record until one is selected.
13. Send a notice by US mail to all bidders. This letter is signed by the Chairman as well as the acceptance of the bid to the contractor awarded the contract. All bids are now public.
14. Not authorize any committee to negotiate or accept any contracts/bids, only the Board at a publicly noticed meeting may enter into negotiations and awards.
15. Not accept any changes to the bid/s once the bid has been approved unless a change order has been approved for additional work. The amount bid for the work approved in the RFP may not be altered.
16. Ensure that no part of the bid has been altered once distributed unless the District restarts the process at step 7.
17. Not enter into any contract without the review and approval of the District's attorney.

Approved: _____
Revised: _____
Effective: _____

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Agenda Item: RFP / Basketball @ Old Shuffleboard Court Meeting Date: 2-15-23

Type of Meeting: _____ Workshop Board Meeting _____

Motion: _____ Discussion: (check one)

Rationale for Request: _____

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____
RFP

Board Trustee: [Signature] Date: 2/6/2023

Print Name: Kyle Weatherly

Received by: [Signature] Date: 2/6/23

Basketball Court Project - ITB

1 message

Brian Murphy <duxmurphy@yahoo.com>

Mon, Feb 13, 2023 at 1:42 PM

Reply-To: Brian Murphy <duxmurphy@yahoo.com>

To: Bayshore Gardens Park & Recreation District <office@bayshoregardens.org>

Hi Gia,

Attached is the most up to date- complete ITB for the Basketball Court Project.

Anticipated Timeline:

Feb 22 Trustee Meeting - Approve ITB

Feb 23 Post ITB to the Public

Mar 27 Bid Deadline (31 days after ITB posting)

Mar 29 Open Sealed Bids at BOT meeting

Please let me know if there are any questions.

Thank you,
Brian Murphy
603-848-0071

 **ITB Basketball Court Project Bayshore Gardens.pdf**
329K



Bayshore Gardens Park and Recreation District
"Jewel of the Gulf Coast"

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
INVITATION TO BID - ITB

The Board of Trustees of Bayshore Gardens Park and Recreation District hereby invites the submission of Bids for:

**Replacement of existing Basketball Court and the former
Shuffleboard Court located at
6919 26th St W Bradenton FL 34207**

Bid Correspondent

Sealed Bids will be received by mail, no later than March 10th, 2023 to the correspondent listed below:

Bayshore Gardens Park and Recreation District
6919 26th St W
Bradenton FL 34207
Attn: Gia Cruz - ITB Basketball Court

Bids will remain unopened until the Board of Trustees workshop- public meeting on March 15th 2023 at which time they will be opened and read aloud.

NOTICE TO ALL BIDDERS

In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1. Hold the required applicable state professional license, liability insurance and be in good standing.
2. Hold all required applicable federal licenses in good standing.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.

The Board of Trustees of the Bayshore Gardens Park and Recreation District reserves the right to reject any and all Bids.

INSTRUCTIONS TO BIDDERS

I. Background

Bayshore Gardens Park & Recreation District: Replace existing basketball court *and* the former shuffleboard court area.

II. Definitions

- A. “Addendum” means written documents issued by the Board prior to the date and time in Article III.D which modify these Instructions to Bidders by additions, deletions, clarifications, or corrections.
- B. “Board” means the Board of Trustees of Bayshore Gardens Park and Recreation District.
- C. “Contract” means the document that the Contractor executes with the Board.
- D. “Contractor” means the Bidder who is selected by the Board to complete the project described in these Bid Documents and who executes the Contract.
- E. “Invitation to Bid” or ITB means the published notice of the Request for Bids.
- F. “Bid” means a submission by a Bidder to complete the project that conforms to the Bid Documents.
- G. “Bid Documents” means the Invitation to Submit Bids and these Instructions to Bidders, all exhibits attached hereto, and any Addendum.
- H. “Bid Price” means the price, as shown on Exhibit A, at which the Bidder offers to perform the work described in the Bid Documents. I.
“Bidder” means the person or entity who submits a Bid.
- J. “Services” or “Project” means the services or project described in these Bid Documents, and more particularly described in Exhibit D.

Unless otherwise defined, these definitions shall apply to the Bid Documents and the Contract to be executed upon selection of a Contractor.

III. Bid Instructions

- a. Bids shall be received from Bidders for the furnishing of all labor and materials to replace basketball court at Bayshore Gardens as more particularly described in Article V and Exhibit D.
- b. When the Bid is executed and submitted by Bidder, the Bidder acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Bid Documents.
- c. Bids will be mailed to the District Office as instructed in the Bid Correspondent section on the cover page of this document.
- d. Bids received later than March 10th 2023 will not be considered. Amendments to Bids received later than that date and time will not be considered.
- e. The Bidder shall submit one copy of the Bid. All Bids shall become property of the Board and will not be returned.
- f. The Contractor must comply with applicable laws, rules, regulations, and policies of federal, state, and local governments. It is the responsibility of the Contractor to obtain all permits necessary to commence work.
- g. The Board reserves the right to waive technical defects in Bids, to reject any and all Bids, consider cost, service and experience in the field generally, as well as the financial responsibility and specific qualifications set out herein of the Bidder, in considering Bids and awarding the Contract. The Board also reserves the right to discuss the scope of services with one or more Bidders and to make such modifications as the Board deems to be in its best interest.
- h. Each Bidder is responsible for making sure it gets the all information it needs to make a responsible Bid that allows it to execute the Contract if it is awarded the Contract. Information requests should be made in writing to Gia Cruz, office manager no later than March 3rd 2023 at 2:00PM. Other than the contact person named above, it is the Board's requirement that Bidders not communicate directly or indirectly with any other person concerning the Bid Documents or with respect to requests for additional information.
- i. Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.
- j. The Board reserves the right to negotiate with any or all Bidders or to cancel or withdraw in part, or in its entirety, the Bid Documents, if it is in the best interest of the Board to do so. The Board specifically reserves the right to add or delete from the scope of services in the final Contract from the scope of services described in these Bid

Documents. The Board may require the selected Bidder to participate in negotiations concerning the nature and scope of the Project. The results of such negotiations shall be incorporated into the Contract between the Board and the Contractor.

- k. The Board reserves the right to request any additional information pertaining to the ability, qualifications, and experience of a Bidder as it deems necessary after Bids have been opened and reserves the right to interview one or more Bidders.

IV. Bid Requirements

- a. The Bid shall be submitted with all of the information described in this Article IV.
- b. Each Bid shall include all of the following:
 - 1. Each Bidder must fill out the “Bid Form” in the form of Exhibit A. Bid Prices must be submitted on this Bid Form. All blank spaces for Bid prices must be completed in ink or be typewritten; **Bid prices must be stated in both words and figures**. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” *shall not* be used in the Bid Form. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
 - 2. Bidders shall submit a minimum of three references. All Bidders must read and fill out the reference check form attached as Exhibit B (“Reference Check”). The Bidder, by submitting a Bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Bidder. Such Reference Check is incorporated into and made a part of this Bid.
 - 3. Each Bidder must submit the Statement on Non-Collusion and Other Practices, in the form attached as Exhibit C, attached hereto, and made a part hereof. This statement must be notarized.

4. Each Bidder shall provide its firm's capabilities, resources, and service quality.
5. Each Bidder shall provide the location of the office(s) that would service the Board.
6. Each Bidder shall list all immediate relatives of Principal(s) (as defined above) of Bidder who are Board members or employees of the Board. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
7. Each Bidder shall provide to the Board information on the team that they are bidding to perform the Contract. The Bidder shall name a main contact and such person shall report directly to the Board. The Board shall have the opportunity, prior to the execution of the Contract or prior to the assignment of such person to the Board, to interview such person. The successful Bidder shall, prior to the execution of the Contract, provide the name of other contact persons required in the Contract who will manage the Project for the Board, including regular and emergency phone numbers to contact the Contractor.
8. Each Bidder shall provide rates for additional services, if any, beyond the scope of these Bid Documents.
9. Each Bidder should disclose whether any parts of the Project will be subcontracted and, if so, a description of how the Bidder selects the subcontractors and what are the obligations of Bidder and subcontractor. Please include list of subcontractors that will be used for this project.
10. Each Bidder shall provide any additional information it believes to be important in assisting the Board in evaluating its firm and its capabilities.
11. Any exceptions or deviations from these conditions or specifications must be listed on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids.

V. Scope of Work

- a. The services requested in these Bid Documents cover all personnel, labor, equipment, and materials required to complete the tasks set forth and described in Exhibit D, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and the Bid Price shall be “all-inclusive.” The Board shall be responsible for no other charges other than the prices set forth on Exhibit A.
- b. The Board and the successful Bidder shall negotiate a contract or contracts for the Project, which contract, or contracts shall include the provisions in these Bid Documents and such additional provisions that the Board deems necessary. The parties shall negotiate a final Contract within a reasonable time period after the selection of a Bidder.
If the parties cannot agree on a Contract within five (5) days after the Board has selected a Bidder, the Board may enter discussions with another Bidder. Each Bidder shall be thoroughly familiar with all the terms, conditions, and provisions of the Bid Documents.

Information from Bids may be incorporated into the final Contract, as determined by the Board.

These Bid Documents are not a contract offer, and no contract will exist unless and until a written Contract is signed by the Board and the successful Bidder.

VI. Confidentiality

Other than information disclosed at the opening meeting, all Bids submitted to the Board will be kept in confidence and shall be used solely for the purpose of evaluating the Bid for a possible award. Bidders should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want Board staff to receive.

All supporting documentation and manuals submitted with this Bid will become the property of the Board. All Bids and associated documents are public record.

VII. Limitations; Withdrawal of Request for Bids

These Bid Documents do not commit the Board to award any agreement for Services or the Project, or to be responsible or liable in any manner for any risks, costs or expenses

incurred by any Bidder in the preparation of a Bid in response to the Bid Documents or any revision of such a Bid.

VIII. Bidder's Costs

Each Bidder acknowledges that all costs incurred by it in connection with the preparation and submission of a Bid, or any negotiation which results therefrom, shall be borne exclusively by the Bidder. Neither the Board, nor its staff, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Bids, nor will there be any reimbursement to Bidder for the cost of preparing and submitting a Bid or for participating in this procurement process.

CERTIFICATION:

The Bidder has read and understood the Bid Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit D, all attached hereto and made a part hereof, and the following addendum: _____

_____ (if any. If none, state "None"), and the Bid conforms to the terms and conditions of the Bid Documents.

I hereby certify, as an officer of _____, that, as the Bidder under these Bid Documents, all the information and material supplied to the Board as required by these Bid Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Bid Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false, or if any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Bid or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Bidder Information

Company: _____

Address: _____

City/Town State Zip

Telephone: _____

Email: _____

EXHIBIT A

BID FORM

The undersigned, having become thoroughly familiar with the project as described in the Bid Documents dated _____, hereby proposes and agrees to complete the project anticipated by the scope of work within the time stated and in strict accordance with the Bid Documents, including furnishing any and all labor and materials, and to do all that is necessary and required to complete the project in accordance with the Bid Documents for the following sum of money:

Labor:

Materials:

Overhead & Profit:

Total Project Cost:

Bidder's Name

Signature:

Date:

EXHIBIT B

REFERENCE CHECK

Please provide three (3) references:

1. _____ Name

Contact Person

Telephone
Number

Period
of Contract

Type
of Services Provided to Reference

2. _____ Name

Contact Person

Telephone
Number

Period
of Contract

Type
of Services Provided to Reference

3. _____ Name

Contact Person

Telephone
Number

Period
of Contract

Type of Services Provided to Reference

EXHIBIT C

STATEMENT ON NON-COLLUSION AND OTHER PRACTICES

The undersigned hereby declares that:

1. This Bid is made without any connection with any other person or entity making any Bid for the same services, that it has been prepared and submitted in good faith, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Bid or in the services to which it relates, or in any portion of the profits therefrom.

2. Bidder hereby declares that the only persons participating in the Bid as Principals are named in its Bid and that no person other than those mentioned in its Bid has any participation in the Bid or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board.

3. The Bidder's Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4. Bidder has not directly or indirectly induced or solicited any other prospective Bidders to submit a false or sham Bid.

5. Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid.

6. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of the procurement process, except as otherwise disclosed to the Board in writing;
- C. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process to the detriment of the Board, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive the Board of the benefits of free and open competition. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Board, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the Contract.

Bidder's Name:

Signature:

Date:

EXHIBIT D

SCOPE OF WORK Bayshore Gardens Park and Recreation District Basketball Court Project (and former shuffleboard area), the “Project”

General Project Specifications and Requirements:

Basketball Court Area: * Approximately 75' x 80'

Former Shuffleboard Area: * Approximately 55' x 70'

It is implied that all references to the “Basketball Court” include the former shuffleboard area in scope unless clearly stated otherwise.

Contractor shall remove Basketball court and former shuffleboard court including associated fencing materials located at Bayshore Gardens and provide the design for and construction of Court with associated galvanized fencing materials.

Contractor shall provide a comprehensive Project schedule including all dates and time designation for all tasks required to complete the project. The schedule must show Project completion 60 days from signing of the contract.

**** CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING A BID. INFORMATION REGARDING EXISTING CONDITIONS PROVIDED IN THIS SOLICITATION MUST BE VERIFIED BY ALL CONTRACTORS.***

The Contractor shall, at all times during the Project, protect all members of the public, including other contractors, and shall perform all work in a safe manner.

Bid shall include optional cost saving suggestions and options to the Project as recognized by the Contractor during the investigation and design phase.

In cases when conflicts exist between information contained in this scope and other parts of the contract documents, the Contractor shall assume that the most expensive solution is required and must be provided.

In all cases, when questions exist to the level of quality required for product and/or installation, the highest level of quality is required.

Available information on Existing Conditions:

No information on the existing asphalt Basketball Court is available. It is the responsibility of the Contractor to gather all information necessary and investigate all existing

conditions required to provide a complete Bid for the Project. Contractor is responsible to verify all existing conditions regardless of any information contained in this Scope of Work or elsewhere in the Request for Bid documentation.

Minimum Specifications of Scope:

The general scope of work for the Project shall include, but not be limited to, all permits, labor, materials, equipment, and related work necessary to replace the Basketball Court and related equipment of generally the same size and at the same location of the existing Court. Scope shall include:

1. Remove existing asphalt/concrete court including basketball posts, down approximately 6 inches. All old material will be loaded and hauled away. Installation of erosion and sediment control measures.
2. Supply court base using crushed concrete or equal.
3. Provide and install 2 new Legend Jr Select Goals by First Team Sports. These will be anchor based and posts will be mounted on to anchor bases. These will be installed on each end of court as primary basketball goals.
4. 1 1/2" compacted to 1 1/4" course asphalt (type 3 Standard) surface will be installed and compacted. All outside corners will be paved at a 90-degree angle to match existing courts as close as possible. Area removed, will be paved in asphalt to make one seamless, solid asphalt area.
5. Standard 2 coats of acrylic resurface along with silica sand will be applied to entire surface to smooth out irregularities and blemishes.
6. Standard 2 coats of color over entire surface will be applied for looks, wear and texture.
7. Playing lines: Basketball Court Only- 2" white playing lines will be applied to court according to standard high school basketball guidelines, 3-point perimeter etc.
8. Perimeter fence: All post will be set in concrete. Install new galvanized fence around basketball court. Fence will be 10 foot high. All corner posts will be 3", all line posts will be 2 1/2". Top and bottom rail will be 1 5/8". Install one gate. All posts will be set in concrete.

Completion Date:

The Contractor has 60 calendar days to fully complete the Project upon the District issuing a Notice to Proceed.

Warranty:

The following minimum warranties shall be provided for the work performed starting from the completed acceptance date of the Project that allows full uninterrupted use of the Basketball Court and newly surfaced area.

1. 15-year structural warranty on structural cracking, heaving, and settling.
2. 7-year minimum surface warranty on all surfacing coats against all blemishes to include hairline cracks, lifting, peeling and unusual fading
3. All other Basketball court equipment and installed or Contractor provided related equipment, including perimeter fence, shall be warranted for two (2) years

The contractor should note if their standard warranty exceeds the minimum warranty requirements noted above as that will be factored into the final selection process.

Alternates:

Contractor shall provide additional or deduct pricing for the items listed below. Any addon or deducted alternate selected by the District will be added or deducted from the base price for the Project, as appropriate. The resulting balance will be considered the final total price offered by Contractor.

Adds **Optional** costs for up to provide and install up to 4 nonadjustable metal basket goal (post and backboards). 2 on each side of court. These posts will be direct buried in concrete.

Deducts

Contractor shall provide deduct price to reuse/ reinstall any fencing materials (gates, posts, etc.) where reuse does not impact projects requirements.

Job Meetings:

Job meetings will be held on a weekly basis to ensure effective communication between Contractor and District and to provide updates on the progress of the Project. The Contractor shall identify a designated Project Manager to attend all job meetings and prepare simple meeting minutes that reflect all discussions and decisions made at the Job Meeting.

Project Close Out:

The Contractor will fully cooperate in the close out of the Project and provide any Project-specific items that the District needs in order to close out the project. This includes, but is not limited to, certificate of completion, affidavits of payments of debts, release of liens, lien waivers, final applications and certificates for payment. In addition, the Contractor shall turn over to the District all project manuals, a written maintenance schedule and suggested care instructions, and all required warranties in writing.