

REQUEST FOR PROPOSAL

CB 22 - 001



**CCB RACQUET COURT
REBUILD**

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL NUMBER CB 22 – 001
CCB RACQUET COURT REBUILD**

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Inclusion of Exhibits B & D in the response to this Proposal is mandatory

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The City of Cocoa Beach is issuing a Request for Proposal (RFP) for rebuilding four (4) asphalt tennis courts, installing four (4) pairs of net posts and nets, and installing two (2) aluminum shade shelters located at the Racquet Club of Cocoa Beach at 4600 Tom Warriner Blvd., Cocoa Beach, FL. Refer to Exhibit A (Scope of Services) for project details. The City reserves the right to accept or reject any and all proposals or any part of any proposal and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach, and to engage in value engineering with the lowest responsive bidder. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

1. PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver sealed proposals to the City Clerk's office, City of Cocoa Beach, 2 South Orlando Avenue, Cocoa Beach, Florida, 32931 **until Friday, January 14, 2022 at 2:00 p.m.** local time. All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the City Clerk's Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all bids and to select the winner based on criteria which serves the best interests of the City of Cocoa Beach.

- A. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. The Proposer shall submit **one (1) ORIGINAL and four (4) copies** of the proposal, with a flash/jump drive containing **one file in PDF format of the hard copy of the proposal exactly as submitted.** The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.
- B. All prices, terms and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless

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otherwise stated by the City.

- C. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the City immediately upon receipt of the Request for Proposal.

2. PROPOSAL SUBMISSIONS

All proposals must be presented in an organized fashion. All corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal. All proposals shall contain a table of contents. Each lettered item below should be a separate section of the submittal. Please submit all information as outlined below. Failure to submit all information may result in a lowered evaluation score. The City at its discretion may reject proposals that are substantially incomplete or lack key information. Submittals shall be limited to forty (40) pages. The page count excludes the cover, proposal form and certification, introduction (cover letter), table of contents and Section dividers. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Emphasis should be placed on completeness and clarity. In your proposal, please provide responses to the following:

- A. **Proposal Form and Certification:** Complete the form enclosed as Exhibit D and return in the submittal immediately following the cover page and before the cover letter. Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.
- B. **Introduction:** This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the Proposer.
- C. **Table of Contents**
- D. **Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:
1. Experience record showing the bidder's training and experience in similar work.

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2. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. Specifically identify any similar projects within a coastal community. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
 3. Identify the Project Team and a list of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.
- E. **Proposal Approach:** State the Proposer’s understanding of the Scope of Services as outlined in Exhibit A and the Proposer’s recommended methodology to fulfill the project goal(s).
- F. **Work Product, Schedule and Fees:** This section shall include information regarding the anticipated type and date of deliverables necessary to meet the Proposal Approach presented by the Proposer. The fees proposed shall include all charges that may be anticipated in fulfilling the terms of this contract.

3. SCHEDULE OF EVENTS

The Schedule as listed below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

****PROJECT NOT SLATED TO BEGIN BEFORE MAY 16TH 2022**

Sunday, December 05, 2021	Advertise Proposal
Friday, December 17, 2021	Non – Mandatory Pre-Bid Meeting
Friday, December 30, 2021	Deadline for Written Questions
Friday, January 14, 2022	Deadline for Submission/Public Bid Opening
Friday, January 28, 2022	Bid Award

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4. NON – MANDATORY PRE-BID MEETING

A non - mandatory pre-bid conference will be held on Friday, December 17, 2021 at 10:00 a.m. in the Public Works Facility Conference Room at 1600 Minuteman CSWY., Cocoa Beach FL 32931. This Pre-Proposal meeting will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

5. PUBLIC BID OPENING

- A.** All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for an acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time. A copy of the bid opening form will be posted to City’s website after opening.
- B.** A review committee utilizing the Selection Criteria presented in **Exhibit C** will conduct a review of the Proposals and recommend selection of the most qualified Proposal. The selected Proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

6. CONTRACT AGREEMENTS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be in the best interest of the City. The City anticipates awarding one contract but reserves the right to award more than one if in its best interest. This invitation for bid does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The Invitation to Bid shall be included in and be made a part of the final award. Enrollment in e-payables program is mandatory.

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7. CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with paragraph # 15 below.** Written or oral responses, as deemed appropriate, will be provided by the Chief Financial Officer's office. The City shall not be responsible for interpretations given by any other City employee or representatives.

8. WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Chief Financial Officer's office. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

9. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation

10. QUALIFICATIONS OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

11. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

12. BID BOND, PERFORMANCE BOND, AND PAYMENT BOND

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No Bid Bond is required. Performance bond pursuant to 255.05, FL. Stat. in the amount of the total bid shall be required.

13. COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

14. COPYRIGHT OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

15. DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

16. PROJECT COORDINATORS

The project coordinators and designated liaisons for the RFP are:

Scott Maxim, Building Maintenance Supervisor	Phone 321 – 868 – 3315
Email: scott.maxim@cityofcocoabeach.com	
Wayne Carragino, Project Manager	Phone 321 – 868 – 3215
Email: wcarragino@cityofcocoabeach.com	

The City will not respond to oral inquiries. Proposers may submit written, (e-mailed or faxed) inquiries regarding this RFP to the project coordinator.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at www.cityofcocoabeach.com. It shall be the responsibility of the Proposer, prior to

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submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

17. CONTACT PROHIBITION

All prospective proposers are hereby instructed NOT to contact any member of the City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or other City of Cocoa Beach staff member other than the Project Coordinator identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

18. PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

- B. **Reuse of Documents.** The City for any reason or purpose may reuse all

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documents or public records prepared by the selected Proposer(s) at any time.

- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

20. INSURANCE REQUIREMENTS

Insurance Requirements are as follows:

The following are required applicable types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
Professional Liability	\$ 1,000,000
General Liability	\$ 2,000,000
Worker's Compensation	Statutory
Auto Liability	\$300,000 per incident

21. E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract

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**EXHIBIT A
SCOPE OF SERVICES RFP CB 22 – 001**

****PROJECT NOT SLATED TO BEGIN BEFORE MAY16TH 2022**

Background Information

The city of Cocoa Beach is requesting qualified firms to submit proposals for the purpose of: **Rebuilding four (4) asphalt tennis courts, installing four (4) sets of tennis court net posts and nets, and installing two (2) aluminum shade shelters located at 4600 Tom Warriner Blvd. at the Racquet Club of Cocoa Beach.** The scope of services and required deliverables are outlined below.

Proposal

The proposal should at a minimum address the following:

Contractor to supply all labor, materials and permitting for the following:

1. Rebuild four (4) asphalt tennis courts, measuring 208' x 120'
2. Remove 485 linear feet of 10' tall fencing and store for re-installation (re-installation also to be done by contractor) after paving is completed. Chain link is to be cut and knuckled to new elevation.
3. Remove asphalt, cut out visible roots, re-grade and add rock as needed to existing base, and pave with 1-1/2" VIRGIN Type S-3 hot mix asphalt
4. Install four (4) pairs of net post footers with PVC sleeves and new center anchors
5. Furnish and install two (2) 8'x14' aluminum shade shelters set in four (4) cylindrical footers. (Footers to be set below the new asphalt grade and patched)
6. Pressure clean and fine patch surface after up to a 45 day cure time
7. Apply a four (4) coat acrylic color system, two (2) coats of Laykold Acrylic Resurfacer, and two (2) coats of Tropicoat acrylic court paint and playing lines to

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USTA specifications.

8. Apply four (4) sets of blended tennis court lines for 60' tennis
9. Apply an additional coat of acrylic resurfacer and a fiberglass membrane over entire asphalt surface
10. Install four (4) pairs of NeverRust all-aluminum external wind net posts and Six Star II nets with center straps, and anchor mates with locking bands

****Note to Bidders: The rest of the racquet club will remain open to the public during all phases of construction. Successful bidder must accommodate the visiting public and maintain a safe and secure construction site.**

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EXHIBIT B
PRICING RFP CB 22 – 001

Payment shall be made on a draw basis, based on work completed (to be determined at pre-construction meeting). The City reserves the right to request that the contractor accept payments by credit card.

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LUMP SUM PRICE

\$ _____

DOLLARS

_____ **WORDS**

The above lump sum prices shall be inclusive of all labor, equipment, tools, etc., including sales tax and all other applicable taxes and fees.

The City reserves the right to accept or reject any item listed in the “Schedule of Unit Prices”.

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EXHIBIT C

SELECTION CRITERIA - RFP CB 22 - 001

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. <u>Project Approach</u>		
• Compliance with & understanding of the Scope of Services	20	
• Methodology recommended	15	
• Evaluation of sample products	5	
Subtotal	40	
2. <u>Qualifications of Bidder</u>		
• Experience record showing the bidder’s training and experience in similar work	20	
• List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered	5	
• List of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects	5	
Subtotal	30	
3. Completeness of response to the request for proposal as set forth herein	15	
4. Work Product, Schedule and Fees	15	
	100	

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EXHIBIT E

**CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM**

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement entitled _____, dated _____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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- (c) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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:**

CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth

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therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City’s performance and obligation to pay under this Agreement is contingent upon an appropriation during the City’s annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach

Print Name: _____

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