



City of Palm Beach Gardens  
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

## INVITATION TO BID

ITB2022-147PS

PREFABRICATED MAINTENANCE BUILDING FOR TENNIS & PICKLEBALL CENTER

DUE DATE AND TIME

FRIDAY, JUNE 24, 2022, @ 3:00PM (LOCAL TIME)

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### INSTRUCTIONS

This Invitation to Bid is available on the Merrell USA e-procurement platform at <https://app.negometrix.com/buyer/3543> and the City's Purchasing webpage at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing). All addenda, changes, and any additional information will be released through these portals.

Bids must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 24, 2022, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing).

It is the responsibility of the contractor to ensure all relevant information is included in its bid. All contractors are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing). By submitting an offer to this Invitation to Bid, the contractor agrees to be bound by the City's General Terms and Conditions.



City of Palm Beach Gardens  
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

ITB2022-147PS  
PREFABRICATED MAINTENANCE BUILDING FOR TENNIS & PICKLEBALL CENTER

The City of Palm Beach Gardens is seeking offers from qualified contractors to design and construct a prefabricated metal building for the Tennis & Pickleball Center, in accordance with the terms and specifications in the Invitation to Bid.

The Invitation to Bid is available on the Merrell USA e-procurement platform at <https://app.negometrix.com/buyer/3543>. The City will release all addenda, changes, and any additional information through this e-procurement platform, and the City's Purchasing webpage at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing). Offers must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of offers is Friday, June 24, 2022, at 3:00 p.m. local time. At that time, all responses will be downloaded and read aloud.

It is the responsibility of the contractor to ensure all relevant information is included in its offer. All contractors are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements must be submitted in writing via the Negometrix e-procurement platform.

The City of Palm Beach Gardens reserves the right to accept or reject any or all responses, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms and conditions it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS  
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post  
Sunday, May 22, 2022

**SECTION 1  
SPECIAL TERMS AND CONDITIONS**

**1.1 PURPOSE**

The purpose of this solicitation is to establish a contract with a suitable qualified and experienced contractor to design and construct a prefabricated and pre-engineered metal building to be used as a maintenance building at the Tennis & Pickleball Center, in accordance with the terms, conditions, and specifications in the Invitation to Bid. The City intends to contract with a suitably qualified and experienced contractor who can construct a metal building that meets or exceeds the requirements in this solicitation.

**ANTICIPATED PROCUREMENT SCHEDULE**

Event	Date
Invitation to Bid Advertised	May 22, 2022
Pre-Bid Conference and Site Visit	N/A
Due Date and Time for Bids	June 24, 2022
Evaluation Process Begins	June 2022
Evaluation Process Ends	July 2022
Award of Contract	July/August 2022

**1.2 PRE-BID CONFERENCE AND SITE VISIT**

Intentionally Omitted

**1.3 TERM OF CONTRACT: UPON COMPLETION**

The contract shall commence upon the date of the duly executed Agreement and shall remain in effect until such time as the prefabricated metal building acquired in conjunction with this Invitation to Bid, has been constructed and accepted by the City.

**1.4 OPTIONS TO RENEW:**

Intentionally Omitted

**1.5 METHOD OF AWARD: LOWEST PRICE**

The City will award the contract to the responsive and responsible contractor who submits the lowest price to construct the metal building.

To be considered eligible for contract award the contractor shall meet the following minimum requirements:

- a. Shall have a minimum of 3 years of experience erecting pre-engineered or prefabricated buildings of the type described in this solicitation and must provide the manufacturer's erector certification.
- b. Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- c. Be regularly and consistently engaged in constructing similar types of structures as is being requested in this solicitation.

- d. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- e. Be able to comply with the required or proposed delivery or performance schedule.
- f. Have a satisfactory record of performance. Contractors who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- g. Contractors performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee future award. The contractor shall perform satisfactorily and professionally on all City work undertaken.
- h. Have a satisfactory record of integrity and business ethics.
- i. Be properly licensed and/or certified by the appropriate regulatory agencies for the work to be performed.
- j. Not have any previous investigations where the contractor was found at fault and penalized; or current investigations where disposition is pending by a regulatory agency.
- k. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.6 PRICING SHALL BE FIXED AND FIRM

The pricing offered by the contractor shall remain fixed and firm during the contract term, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

1.7 PRICE ADJUSTMENTS  
Intentionally Omitted

1.8 EQUAL PRODUCTS MAY BE CONSIDERED

Any manufacturer's name, brand name, and/or model number information contained in this solicitation is being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design, and is not intended to prohibit the offer of another manufacturer's items of equal material and quality.

This solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

- a. Product Information Sheets
- b. Product Samples Upon Specific Request

If an "equal" product is to be considered by the City, the item shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer shall be accompanied with a complete set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, a copy of performance test results of the unit offered as an equal.

For product information submittals, all supporting documentation submitted by the contractor shall in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the contractor shall state, in an official letter, on corporate letterhead, as part of their initial offer, the differences between the item it is offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of "equal" items are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

Items labeled "No Substitute" in the solicitation are the only products that will be accepted for that product.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final.

#### 1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the contractor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The contractor is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of existing conditions.

For site visitation inspections, please contact Cory Wilder, Director of Public Services at 561.804.7035, for an appointment.

#### 1.10 LIQUIDATED DAMAGES

Failure to complete the project or deliver the work in accordance with the specifications and to the satisfaction of the City within the time stated in the Agreement shall cause the contractor to be subject to charges for liquidated damages in the amount of 0.1% of the Total Contract Price for each and every calendar day the contractor fails to timely achieve substantial completion and/or final completion.

As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages

from any amount due, or that may become due to the contractor under the Agreement, or to invoice the contractor for such damages if the costs incurred exceed the amount due to the contractor. The contractor and the City agree that the amount for liquidated damages is not punitive and is intended to compensate the City for difficult to quantify losses.

#### 1.11 INSURANCE

The contractor shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Management Coordinator or designee.

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 B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Palm Beach Gardens shall be notified at least 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 contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The contractor shall submit a current certificate of insurance, naming the City of Palm Beach Gardens 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 contractor shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Employer's Liability Insurance -  
Bodily Injury by Accident \$1,000,000 Each Accident  
Bodily Injury by Disease \$1,000,000 Policy Limit  
Bodily Injury by Disease \$1,000,000 Each Employee
- iii. Professional Liability (Errors and Omissions) Insurance - \$1,000,000 with a deductible not to exceed \$50,000 per claim. The certificate of insurance shall reference any applicable deductible.
- iv. Contractor Pollution Liability Insurance - \$1,000,000 per claim.
- v. Comprehensive General Liability Insurance - \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - a. Premises and/or Operations on an occurrence basis.
  - b. Independent contractors.
  - c. Products and/or Completed Operations Liability on an occurrence basis.
  - d. Explosion, Collapse, and Underground Coverages.
  - e. Broad Form Property Damage.
  - f. Broad Form Contractual Coverage applicable to this specific Agreement, including

- any hold harmless and/or indemnification agreement.
- g. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- vi. Automobile Liability Insurance - for owned, non-owned and hired vehicles - \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- vii. Builders Risk / Installation Floater  
The contractor shall take out and maintain, as applicable, during the life of the agreement, "all risk" type builders risk insurance satisfactory to the City for the completed value of the project, which shall protect the contractor and the City as their interests may appear, for the following hazards to the work, encompassing structures in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the site and the contractor's construction equipment, materials, and temporary structures:

Fire and lightning, vandalism, and malicious mischief  
Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle, and smoke damage.

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

1.12 CONSTRUCTION AND PERFORMANCE BOND  
Intentionally Omitted

1.13 CERTIFICATIONS  
Any contractor who submits an offer in response to this solicitation shall, at the time of such offer, hold a valid certification as a Certified General Contractor or equivalent issued by the State or County Examining Board qualifying the contractor to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable certificate of competency issued to the subcontractor(s) shall be submitted with the prime contractor's offer; provided, however, the City may at its option and in its best interest allow the contractor to submit the subcontractor(s) certificate to the City during the bid evaluation period.

1.14 BID BOND  
Intentionally Omitted

1.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR PROGRESS PAYMENTS  
The contractor shall submit an invoice to the City requesting periodic progress payments for work that has been completed and has been inspected and accepted by the City. The date of the invoices shall not exceed 30 calendar days from the completion of the work. Under no

circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work.

The contractor may use AIA® contractor form G702 Application and Certificate for Payment to invoice on this project, or an approved equal form. The invoice shall contain the following basic information: the contractor's name and address, invoice number, date of invoice, reference (or include a copy of) the corresponding delivery ticket number or packing slip number, description of the goods or service, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, *Florida Statutes*, upon presentation of a proper invoice by the contractor.

1.16 PERFORMANCE OF WORK

The contractor shall perform work in a professional manner and to the highest industry standards. The contractor shall at all times be cognizant of the need to abide and adhere to all applicable occupational safety and health rules and regulations. No section of the work may be performed by the contractor or a subcontractor of the contractor unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any task or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

1.17 COMPLETION OF WORK FROM DATE OF PURCHASE ORDER/NOTICE TO PROCEED

The contractor shall state in its offer the number of calendar days from the date of the Purchase Order or Notice to Proceed, whichever is later, in which it will guarantee to complete the work and deliver the project to the City.

1.18 CLEAN UP

The contractor shall remove all unusable materials and debris from the work areas at the end of each workday and disposed of in an appropriate manner. Upon final completion, the contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

Any items or products that are City-owned property shall be returned to the City unless those items have been deemed of no value to the City. If items or products have been deemed of no value, the contractor may dispose of the items or products at no cost to the City.

1.19 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the contractor, the contractor shall warrant its products and service against faulty labor or defective material, for a minimum period of one year from the date of substantial completion of the labor and materials by the City. This warranty requirement shall remain in force for the full period; regardless of whether the contractor is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.



1.20 ADDITIONAL FACILITIES OR LOCATIONS  
Intentionally Omitted

1.21 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the contractor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight time for all labor, except as otherwise noted.

1.22 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the contractor within 10 days of receipt of the payment from the City. Except for the first payment, the contractor shall pay all its subcontractors and suppliers who have performed any work or supplied any materials for the work within 10 days after receipt of the payment by the contractor for monies due such subcontractors and suppliers because of a percentage of the work completed. The contractor shall provide the City's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for the work as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous payments to the contractor. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.23 PRE-CONSTRUCTION CONFERENCE

The contractor is required to conduct a Pre-Construction Conference for City officials designated to represent the City prior to the start of the construction work that is specified in this solicitation. The location of this Pre-Construction Conference shall be mutually determined by the City and the contractor but must be in south Florida. Any costs incurred by City officials in conjunction with the pre-construction conference shall be borne by the City.

1.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid, the contractor shall identify all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the requirements to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the City when making the award in the best interest of the City. If the contractor fails to identify all subcontractors in its bid, the City may allow the contractor to submit this documentation during the evaluation period if such action is in the best interest of the City. The City shall have the right to deny use of a subcontractor(s) with or without cause.

1.25 RECORDS, ACCOUNTS, AND STATEMENTS

The contractor shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City and shall give the City or City's representative access during reasonable business hours and upon 3 business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an

independent certified public accountant would need to examine to certify a statement of the contractor's business with the City pursuant to generally accepted auditing standards.

#### AS-BUILT DOCUMENTS

**Production:** During this project, the contractor shall maintain a record of As-Built drawings. One set shall be always maintained at the site, and it shall be accurate, clear, and complete, showing the actual location of all items as installed. The As-Built drawings shall show all work installed complete to the present stage of progress. These drawings shall be always available for review by field representatives.

**Completion:** At the completion of the work, the contractor shall transfer onto a clean set of drawings all changes marked in color with "AS-BUILTS" stamped on each page, scan all plans in color as one file in PDF format, and then submit electronically to the City Engineer for verification. If any errors are found, the contractor shall correct the As-BUILTS and resubmit all plan sheets as one file in PDF format.

#### 1.26 COMPLIANCE AND CONDUCT

The contractor shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The contractor shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

By entering into this contract, the contractor is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will result in termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor shall be terminated immediately.

#### 1.27 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the contractor to complete and execute any other forms or documents in relation to the Agreement resulting from this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this solicitation document and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

#### 1.28 FAILURE TO DELIVER OR COMPLETE WORK

Should the contractor fail to deliver or complete the work on a timely basis, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the contractor and secure the services of another contractor to perform the work. If the City exercises this authority, the City shall be responsible for paying the contractor for any work that was completed in accordance with the contract specifications.

The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another contractor.

1.29 PROTECTION

The contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust, or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items shall be removed during the performance of the work, it shall be the contractor's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

1.30 DAMAGE AND INJURY

The contractor is responsible for any damage by the company during the course of performing any work under this contract at any building or structure and shall repair to match existing materials or surfaces to the satisfaction of the City. The contractor shall, at its own expense, replace any materials damaged to an extent that it cannot be restored to the original condition. The contractor shall be responsible and liable for injury to any life or property during the course of performing the services.

1.31 LEGAL AND PROPER APPLICATION OF PRODUCT

The contractor shall be solely and completely responsible for fully complying with all applicable federal, state, and local laws and regulations. No product shall be used in any manner inconsistent with its labeling. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

1.32 SAFETY AND PROTECTION

The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the public who may be affected thereby. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the contractor.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the goods or services by the City.

1.33 CHANGES

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The City may, at any time make changes in the details of the work. The contractor shall proceed with the performance of any changes in the work so ordered by the City, unless the contractor believes that such changes entitle him to a change in the Contract price or time, or both, in which event he shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the contractor shall document the basis for the change in contract price or

time within 10 calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the City.

A change order shall be based upon agreement between the City and the contractor; a construction change directive may or may not be agreed to by the contractor; a field order for a minor change in the work may be issued by the City.

Changes in the work shall be performed under applicable provisions of the contract documents, and the contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

#### 1.34 CHANGE ORDERS

A change order is a document prepared by the City and contractor, stating their agreement upon all of the following:

- a. a change in the scope of work.
- b. the amount of the adjustment in the contract price, if any; and
- c. the extent of the adjustment in the contract time, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any "reservation of rights" notations or clauses.

#### 1.35 CONSTRUCTION CHANGE DIRECTIVES

A construction change directive is a written order prepared and signed by the City directing a change in the work and stating a proposed basis for adjustment, if any, in the contract price or contract time, or both. The City may by issuing a construction change directive, without invalidating the contract, order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and contract time being adjusted accordingly if affected by the change.

A construction change directive will be used in the absence of agreement on the terms of a change order.

If the construction change directive provides for an adjustment to the contract price, the adjustment shall be based on one of the following methods and precedence:

- a. unit prices stated in the bid.
- b. unit prices agreed upon through previous amendments to the contract.

- c. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City's Project Manager; or
- d. by actual cost, to be determined in a manner agreed upon by the contractor and the City and including a mutually acceptable fixed or percentage fee (if any).

Upon receipt of a construction change directive, the contractor shall promptly proceed with the change in the work involved and shall immediately advise the City's Project Manager of the contractor's disagreement with the method, if any, provided in the construction change directive for determining the proposed adjustment in the contract price or contract time.

If the contractor does not respond promptly or disagrees with the method for adjustment in the contract price, the method and the adjustment shall be determined by the City's Project Manager on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the contract price, a reasonable allowance for overhead and profit. In such case, the contractor shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the contract documents, costs along with detailed documentation for any changes shall be limited to the following:

- a. costs of labor directly related to the change being requested, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance.
- b. costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed.
- c. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the contractor or others.
- d. costs of premiums for all bonds and insurance. Proof of change and additional premium (not to exceed 2% for the performance bond) by the issuing bonding and insurance companies will be required; and
- e. permit fees, and sales, use or similar taxes related to the work; and
- f. the contractor may add 10% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces.

Overhead shall include the following: superintendent wages, project manager wages, supervision, wages of timekeepers, watchmen, clerks and administrative staff, small tools, incidentals, general office expense, travel time, fringe benefits and workers' or workman's compensation insurance for same, and all other expenses not included in the direct cost.

When the City and the contractor agree with the adjustments in the contract price and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate change order.

Prior to final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

1.36 MINOR CHANGES IN THE WORK

The City shall have authority to order minor changes in the work not inconsistent with the intent of the contract. Such changes shall be effected by issuance of a field order and shall be binding on the City and contractor. The contractor shall carry out such written orders promptly.

1.37 PERMITS AND FEES

The contractor shall apply for and pay for all required permits and fees for this project, including those for the City, County, State, or any applicable regulatory authority. The City will waive all permit fees payable to the City, but the contractor shall complete and submit the permit applications.

The City's Master Fees and Charges Schedule is available at <https://www.pbgfl.com/DocumentCenter/View/27>, for review. By submitting a bid in response to this solicitation, the contractor acknowledges and agrees that the City has provided all information it has on all applicable permits and fees for this project.

## SECTION 2 TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

### 2.1 PROJECT SUMMARY

This project is for the design and construction of pre-engineered and prefabricated metal building to be used as a maintenance building at the Tennis & Pickleball Center, in accordance with the terms, conditions, and specifications in the Invitation to Bid.

The project site is located at the Gardens Tennis & Pickleball Center, 5110 117<sup>th</sup> Court North, Palm Beach Gardens, Florida. The Center is opened daily, and the contractor selected for this work must make allowance to not unduly disturb the daily comings and goings of patrons and City staff.

The contractor shall design and construct a prefabricated and pre-engineered metal maintenance building based on the specifications and drawings provided in this solicitation. The City has estimated that the cost for this project to design and construct should not exceed \$90,000.

### 2.2 CITY REPONSIBILITIES

The City will be responsible for certain general conditions and prepare the site for the contractor. Those conditions will be:

- i. General Conditions -
  - Clearing and Grubbing of building site
  - Removal of landscape material
  - Removal of irrigation system
  - Permit, impact, and zoning fees
  - Site drawings
  - Demolition of existing structures, if necessary
  - Soil borings
  - Fire hydrant/Fire sprinkler, if necessary
  - Irrigation and Landscape
- ii. Building Surveying to include:
  - As-built survey
  - Benchmark with finish floor elevation
- iii. Building Signage
- iv. Concrete testing
- v. Planning and Zoning hearings
- vi. Temporary power for building construction
- vii. Temporary water for building construction
- viii. Knox box

### 2.3 CONTRACTOR RESPONSIBILITIES

- i. Required project supervision
  - Soil Compaction Testing
  - Building Corner off sets
  - Building form board certification
  - As-built building location
- ii. Architectural/engineering drawings, which should include the following:
  - Floor plan
  - Building foundation plan
  - Required wall sections

- iii. Architectural elevations
- iv. Outline specifications
- v. Temporary toilet facility
- vi. Project site clean-up, to include:
  - Removal of all construction material and equipment
  - Broom sweep building interior to completion
- vii. Closeout Manual with as-built drawings, subcontractor list, and warranties
- viii. Construction dumpster
- ix. Site Work:
  - Finish Grading +/- 1" of building slab subgrade
  - Termite soil poisoning main building slab, provide one year warranty
  - Rough grade perimeter of building after removal of concrete foundation forms
- x. Concrete
  - Foundation
  - Foundation forming
  - Footers and grade beam
  - Control joints for building slab and apron
  - Slab reinforcement: 6x6 – 1.4 x 1.4 welded wire mesh
  - Concrete – 3000 psi grade: footings and buildings slab
- xi. Concrete Finish – Interior – Hard trowel finish and Exterior Apron – Light broom finish
- xii. Concrete Slab thickness – 4" building slab and front apron
  - Standard, grade 60, reinforcing steel for foundation or fiberglass reinforcement
- xiii. Foundation Size: 20' – 0" x 30' – 0"
  - Apron: 308 sf to be adjusted upon final drawings
- xiv. Metals
  - Standard grade pre-engineered building anchor bolts
  - Tapcons a 2'-0' on center for fastening of base angle
  - ½" x 5" red heads for overhead door and walk door jambs
- xv. Moisture Protection
  - One coat med cure hardener/sealer or equal for building foundation
  - 6 mil visqueen vapor barrier under building slab
- xvi. Pre engineered building insulation as follows:
  - Facing: Vinyl reinforced vinyl
  - Thickness: 4" roof (R-13), 4" walls (R-13)
- xvii. Equipment
  - One bracket mounted fire extinguisher
  - Extinguisher: Larsen Manufacturing Company MP5-A
  - Brackets: B-2
- xviii. Special Construction
  - Building erection
  - Two 8' x 8' chain hoist operated overhead doors
  - One 3070 hollow metal walk door (no windows)
  - Gutters and Downspouts – Minimum of 24 gauge
  - Splash Block to be provided at the base of all downspouts
- xix. Electrical
  - Three 4' LED strip fixtures; 38w, 4800 lumens, 4000k
  - One exit/emergency combo fixture
  - One occupancy switch at walk door
  - Circuit connection to new building panel provided by PBG
  - Panel with electrical feed to panel by PBG



- xx. Prefabricated metal structure
  - Building size: 20' – 0" W x 30' – 0" L x 11' – 0" LOW SW/ 13' – 6" High SW
  - Colors - Roof, Wall Panels, Trim, Gutters, Downspouts –TBD
  - Ventilation shall be a minimum of 2.5 cfm's per square foot with corresponding adjustable intake louvers that provide cfm's based on the design intake
  - Panel Profiles – Roof Panel 36 inches wide PBR panel with 1-inch-wide panel lap sealant and long-life fasteners or approved equal
  - Panel Profiles – Wall Panel – 36 inches wide AVP panel with long-life fasteners or approved equal
  - Walls/Roof/OH door jamb/header trim wrap, and trims shall be minimum 26 gauge
- xxi. Design
  - Must meet Florida Building Code 2020 Edition
  - Roof live load – 20# reducible
  - Wind Speed – 170 mph ultimate
  - Collateral load 5#

#### 2.4 DRAWINGS FOR PERMIT APPROVALS

The contractor shall be responsible for all submissions and drawings for permit application and review. However, there will be no charge for permits issued by the City.

#### 2.5 PROJECT TIMELINE

The contractor shall agree to complete the work no later than November 2022. The City, at its discretion may allow for time extensions for unforeseen and unexpected delays, however, this building must be functional before the end of this year.

#### 2.6 WORK TO BE DONE BY OTHERS

The City will procure the following work related to the maintenance building, as an integral part of this project, from other contractors/under separate procurement action.

- i. Any interior buildout
- ii. Slab sealing and painting
- iii. Locks and alarm system

#### 2.7 REQUIRED SUBMITTALS

The contractor shall include the following information in its bid submittal.

- i. Total cost of structure and architectural elements.
- ii. Drawings showing elevations and design.

#### 2.8 WORKMANSHIP AND INSPECTIONS

All work under this contract shall be performed in a skillful and workmanlike manner, and the work executed to the highest industry standards. The contractor and its employees shall be always professional and courteous. The City may, in writing, require the contractor to remove any employee from work for reasonable cause, as determined by the City. Further, the City will, from time to time, make inspections of the work performed under the contract. An inspection by the City does not relieve the contractor of the responsibility for meeting the contract requirements.

2.9 CORRECTION OF DEFECTS

The contractor shall be required, at its expense, to correct any work that is found not to be in conformance with the contract or due to faulty materials or installation which may occur for a period of one year from the date of substantial construction. The contractor shall, at no expense to the City, replace any defective materials during the period of guarantee. The contractor shall correct such work within five (5) working days after written notice from the City.

2.10 TIME EXTENSIONS FOR WEATHER

The contract time/project completion time will not be extended due to inclement weather conditions that are normal to the general locality of work site. The contractor shall include in its proposed completion schedule, an allowance for workdays (based on a 5-day workweek) which, according to historical data, may not be suitable for construction work.

2.11 WORK AFTER-HOURS, ON WEEKENDS, AND HOLIDAYS

The City, at its discretion, will allow the contractor to perform work after normal business hours, on weekends, and on City holidays. This allowance is to reduce any disruptions to the golf club's operations during the execution of this project. The City and contractor will work together in good faith to finalize a reasonable schedule that allows the work to be performed expeditiously with the least amount of disruption as possible.

2.12 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the contractor, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the contractor. In these cases, the contractor shall notify the City of the delays in advance of the original completion date, so that a revised delivery schedule can be appropriately considered by the City.

The contractor shall state in the bid submittal the number of calendar days to complete each section of the work as shown.

2.13 FAILURE TO DELIVER OR COMPLETE WORK

In addition to the provisions for liquidated damages, should the contractor fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the right to cancel the contract with the contractor and secure the services of another vendor to complete the work. If the City exercises this right, the City shall be responsible for paying the contractor only for work which was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City because of having to secure the services of another vendor.

2.14 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property, by the contractor. All persons performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the City.

2.15 OMISSIONS IN SPECIFICATIONS

The statement of work or description of items contained within this solicitation describes the various functions and classes of the goods and services required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

2.16 STATEMENT OF WORK

The contractor shall supply all equipment, incidental material, labor, supervision, and appurtenances necessary to complete the installation of the tennis maintenance building per the specifications in this solicitation. The requirements and specifications for the installation of this system shall be as documented in the solicitation and as stated in any attached drawings. Any reasonable work required, and not included in the scope of work, shall be considered necessary and shall be provided by the contractor in order to complete the project to the satisfaction of the City.

2.17 LIST OF MATERIALS – DIRECT PURCHASES

The City shall have the right, as it determines in its own interest, to directly purchase any materials, supplies, or items that are part of the work, and provide them for the contractor's use on the project. If the City decides to make direct purchases of materials and supplies for this project, the City shall deduct the amount paid for the materials from the contractor's overall proposed cost for materials for the project, excluding labor and other charges.

2.18 PROTECTION OF PROPERTY AND FACILITIES

The contractor shall exercise due diligence in maintaining and protecting all existing utilities, structures, equipment, and facilities. Any damage done by the contractor, shall be repaired and the payment of such shall be the responsibility of the contractor. This shall include, but not be limited to, cart paths, bridges, existing utilities, and existing golf course and clubhouse features.

2.19 UTILITY LOCATION

All utility location shall be the responsibility of the contractor. At no time shall the contractor rely on the utility location services of anyone other than a professional location service. All other existing equipment that is to be determined at risk of damage and undesirable of such will be identified and located by the City and avoided by the contractor. Any damage to City equipment by the contractor shall be repaired in a timely manner at the contractor's own expense. If the equipment is not located by the City and damaged, then the City shall be responsible for the repair in a timely manner.

2.20 DELAYS

If it is in the opinion of the City, that the contractor is unskilled, misrepresented itself, has inadequate equipment, or for any reason that the City feels the contractor is not constructing the generator system in a diligent effort towards completion, then the City shall have the right and shall notify the contractor in writing to remove from the project all such causes. If after a reasonable time, the City feels that the contractor has not complied satisfactorily with his request, then the City has the right to terminate the contract at the contractor's expense, for default.

If it is in the mutual opinion and understanding that the delays are occurring with no connection or responsibility to that of the contractor, but as a result of other influences, then the time period for project completion and acceptance may be extended by the City.

All days lost to weather shall be documented with a “Weather Delay” form provided by the City and signed by both the City and the contractor.

### SECTION 3 PRICING SCHEDULE AND EXHIBITS

#### 3.1 PRICES AND RATES

Contractors shall complete the online Pricing Schedule at the electronic bidding portal (MerCell USA).

If the Pricing Schedule is submitted as an uploaded PDF, the City reserves the right to deem the contractor non-responsive.

#### 3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

- a. Subcontractor Listing
- b. Proposed Construction Schedule
- c. Certifications and Licenses
- d. Equal Products Information

#### 3.3 EXHIBITS

The following Exhibits are provided for informational purposes only.

- a. Exhibit A – Site Location