



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

PURCHASING DEPARTMENT

## INVITATION TO BID

ITB2023-159CS  
BURNS ROAD COMMUNITY CENTER  
MODERNIZATION & EXPANSION PROJECT – CONSTRUCTION SERVICES

DUE DATE AND TIME  
FRIDAY, MAY 26, 2023, @ 3:30PM (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, May 26, 2023, at 3:30 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 response. All contractors are advised to carefully examine the requirements of this 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 a bid 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

ITB2023-159CS  
BURNS ROAD COMMUNITY CENTER  
MODERNIZATION & EXPANSION PROJECT – CONSTRUCTION SERVICES

The City of Palm Beach Gardens, Florida, invites bids from qualified contractors who can provide construction services for the modernization and expansion of the Burns Road Community Center, in accordance with the terms, conditions and specifications of this Invitation to Bid. This Invitation to Bid is available on the Mercell USA electronic procurement platform at <https://app.mercell.com/buyer/3543>. The City will release all addenda, changes, and any additional information through this platform, and the City's Purchasing webpage at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing).

Bids must be submitted through the electronic 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, May 26, 2023, at 3:30 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 response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

The City of Palm Beach Gardens reserves the right to accept or reject any or all bids, 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  
Wednesday, April 12, 2023

**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 who has the resources and experience to modernize and expand the Burns Road Community Center in Palm Beach Gardens, in accordance with the terms, conditions, and specifications in this Invitation to Bid. The City intends to contract with a suitably qualified and experienced contractor who can provide best-in-industry construction work in a safe and sustainable manner.

The construction work may be done in phases, as further described in this solicitation, if the amount to construct the alternates exceed the City’s budget amount for this project. The community center operations and staff will be relocated to other facilities during the construction.

**EXHIBIT A - CONSTRUCTION PLANS AND DRAWINGS**

This solicitation and resultant contract shall include and incorporate the construction drawings and plans that are an Exhibit to this solicitation.

**ANTICIPATED PROCUREMENT SCHEDULE**

Event	Date
Invitation to Bid Advertised	April 12, 2023
Pre-Bid Conference and Site Visit	April 28, 2023
Due Date and Time for Bids	May 26, 2023, by 3:30pm
Evaluation Process Begins	May 2023
Evaluation Process Ends	June 2023
Award of Contract	July/August 2023

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

The City has scheduled a Pre-Bid Conference and Site Visit on the following date and time, for bidders who wish to ask questions and examine and inspect the site where this work is to be performed.

Date: Friday, April 28, 2023  
Time: 10:00am  
Location: City Hall, 10500 N Military Trail, Palm Beach Gardens, FL

The purpose of the pre-bid conference and site visit is to allow potential bidders to ask questions and inspect the location where the construction is to be performed. The site visit provides an opportunity for contractors to inspect the property relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the work and its performance.

Submission of a bid shall constitute an acknowledgement by the bidder that it has thoroughly examined and is familiar with the requirements of this solicitation. The failure or neglect of the bidder to examine the solicitation thoroughly shall not relieve the bidder of any obligation with respect to its offer or the requirements of the contract. No claim for additional compensation will be allowed, which is based on a lack of knowledge of the requirements of this solicitation or the resultant contract.

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 construction work acquired in conjunction with this Invitation to Bid, has been completed and accepted by the City.

1.4 OPTIONS TO RENEW:  
Intentionally Omitted

1.5 METHOD OF AWARD: LOWEST PRICE (BASE BID)

The City will award the contract to the responsive and responsible bidder who submits the lowest price (Base Bid) to perform the construction work. The City will award the contract to a single contractor.

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

- a. Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- b. Be regularly and consistently engaged in providing the same or similar construction services to those requested in this solicitation.
- c. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- d. Be able to comply with the required or proposed delivery or performance schedule.
- e. Have a satisfactory record of performance. Bidders 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.
- f. Bidders 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 a future award. The bidder shall perform satisfactorily and professionally on all City work undertaken.
- g. Have a satisfactory record of integrity and business ethics.
- h. Be properly licensed and/or certified by the appropriate regulatory agencies for the work to be performed.
- i. Not had any previous investigations where the contractor was found at fault and penalized; or current investigations where disposition is pending by a regulatory agency.
- j. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**MINIMUM LICENSING AND EXPERIENTIAL QUALIFICATIONS**

In addition to the above, to be considered for award, bidders must meet the following licensing and experiential requirements.

- a. The bidder shall be licensed and certified to perform work as a certified general contractor in the State of Florida. A copy of the bidder's certification shall be included in the bid submittal.
- b. The bidder shall provide information on new construction, modification, and/or renovation work it has performed for other public entities in the past five years. The information shall be provided in the form of a listing or table showing the location and place of the project, the contracted timeline, the actual completed timeline, the contracted price, and the actual final project completion price.

The City will use the information provided by the bidder in (b) above as part of its responsibility review of the bidder. If the City decides that the bidder is not a responsible vendor, the City may, at its sole discretion, allow the bidder to provide supplemental information to counter that determination. However, the determination of bidder responsibility is the City's and its decision in that regard shall be final.

**1.6 PRICING SHALL BE FIXED AND FIRM**

The pricing bid by the bidder 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**

Intentionally Omitted

**1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT**

Prior to submitting its bid, 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 Angela Brown, Deputy Community Administrator, on 561.804.7010, for an appointment.

**1.10 LIQUIDATED DAMAGES**

Time is of the essence regarding this Invitation to Bid and the work contemplated hereunder, and the City may suffer monetary loss and inconvenience if the work is not completed to the satisfaction of the City by the agreed completion date. Therefore, 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 0.02% 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 provide 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. All 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 listed as such on the insurance certificate. It is the contractor's responsibility to provide to the City new certificates of insurance upon expiration of the current.

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. Contractor Pollution Liability Insurance - \$1,000,000 per claim.
- iv. 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.

- v. 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.
- vi. Builder's Risk Insurance – Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s). Where contract calls for install of machinery or equipment, the policy must be endorsed to provide coverage on "All Risk" basis during transit and installation. The policy must be issued with a deductible of not more than \$50,000 per claim.

Builders Risk/Installation Floater - The contractor shall take out and maintain, as applicable, during the life of this Contract, "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:

- a. Fire and lightning, vandalism, and malicious mischief.
- b. 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

Prior to performing any work under this contract, the contractor shall provide the City with a Public Construction and Performance Bond for the work, in compliance with Florida Statutes, and the following requirements:

The contractor shall duly execute and deliver to the City a Public Construction and Performance Bond in an amount equal to one hundred and ten percent (110%) of the estimated total Base Bid Price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Public Construction and Performance Bond shall be delivered to the City within 30 calendar days after posting of the Recommendation to Award.

The Public Construction and Performance Bond shall be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. The bond may not be canceled, terminated, or revised unless the City has been provided with at least 30 days' advanced written notice of such action by the surety.

Acknowledgement and agreement are given by both parties that the Public Construction and Performance Bond amount is not intended to be or shall be deemed to be in the nature of liquidated damages, nor is it intended to limit the liability of the contractor to the City in the event of a material breach of the contract agreement by the contractor.



If the contractor fails to deliver the Public Construction and Performance Bond within the specified time, including granted extensions, the City shall declare the contractor in default of the contractual terms and conditions, and the City shall not accept any bid from that contractor for a 12-month period following such default.

1.13 CERTIFICATIONS: CERTIFIED GENERAL CONTRACTOR

Any contractor who submits a bid in response to this solicitation shall, at the time of submitting its bid, hold a valid certification as a Certified General Contractor or equivalent issued by the State or County Examining Board qualifying the bidder 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 bidder's bid; provided, however, the City may at its option and in its best interest allow the bidder to submit the subcontractor(s) certificate to the City during the bid evaluation period.

1.14 BID BOND

All bids shall be accompanied by a bond in the form of a bid bond (AIA format acceptable) in the amount of Ten Thousand Dollars (\$10,000), payable to the City of Palm Beach Gardens, Florida. Subsequent contract award shall be conditioned upon the bidder recommended for award submitting all required documentation to complete the award process.

Any bid that is not accompanied by the bid bond will be considered non-responsive and ineligible for award. In case of failure or refusal by the recommended bidder to complete the contract award process, the security submitted with the bid shall be forfeited as liquidated damages because of such failure or default. All bidders shall be entitled to the return of their Bid Guaranty/Bid Bond within 10 calendar days after execution of a contract between the contractor and the City of Palm Beach Gardens.

A copy of the bid bond must be included with the bid submittal, and the actual bid bond delivered to the Office of the City Clerk, 10500 N Military Trail, Palm Beach Gardens, no later than the date and time of the bid opening.

Bidders who fail to deliver the actual bid bond to the City Clerk by three working days after the opening date will be deemed non-responsive and their bid removed from further consideration.

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 shall 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 such as a purchasing card. 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 bidder shall state in its bid 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 at 100% and deliver the project to the City.

The estimated completion date shall not exceed 540 calendar days after the date of the Purchase Order or Notice to Proceed, whichever is later.

1.18 CLEAN UP

The contractor shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of them 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. This includes all existing areas to remain that are impacted by construction, including the gyms, locker rooms, and administrative offices.

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 release 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 will be borne by the City.

#### 1.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid, the bidder 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 bidder fails to identify all subcontractors in its bid, the City may allow the bidder to submit this documentation during the evaluation period if such an 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 5business 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 the course of this project, the contractor shall maintain record As-Built drawings. One set shall be maintained at the site at all times, 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 available for review by field representatives at all times.

Completion: At the completion of the project, 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 Architect 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 contractor requires the City 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, sedimentation, turbidity, erosion 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 caused 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 they cannot be restored to their 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 SAFETY REQUIREMENTS

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, at 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 general 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 with 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 PUNCH LIST

Pursuant to the provisions of Florida Statutes 218.735, the contractor shall coordinate with the City, upon substantial completion of the construction project, to develop a punch list of tasks needed to bring the project to final completion and acceptance. The contractor and City shall make good faith efforts to develop and agree on the final listing within the timeframes established in the statute.

#### 1.34 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 to 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 instructions from the City.

A change order shall be based upon an 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.

### 1.35 CHANGE ORDERS

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

- 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.

### UNFORESEEN MATERIAL COSTS ADJUSTMENT REQUESTS

The City may consider material costs adjustment requests due to unforeseen market conditions (increases or decreases) at its sole discretion. Labor adjustments will not be accepted.

The following items are required for consideration of material costs adjustments:

1. Original material price quote containing the date (must be after bid release date and prior to bid submission), project title, bid number, quantity, and unit price.
2. New material price quote containing the date, project title, bid number, quantity, and unit price.
3. Documentation from the supplier or an independent source confirming the price change for the specified product.
4. Signed and notarized statement from the supplier confirming that the original pricing was used to bid on the project.
5. Signed and notarized statement from the contractor that the original pricing was used to bid on the project.

For material costs adjustments initiated by the City, the City reserves the right to rely on independent commodity pricing and/or information from other suppliers or an accepted public source. In such cases, the contractor shall provide any pricing information received from its supplier to the City for review.

### 1.36 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 12.5% (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 the final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

#### 1.37 MINOR CHANGES IN THE WORK

The City shall have authority to order minor changes in the work consistent with the intent of the contract. Such changes shall be effected by the issuance of a field order and shall be binding on the City and contractor. The contractor shall carry out such written orders promptly.

#### 1.38 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 proposer 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 the information it has on all applicable permits and fees for this project.

#### 1.39 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this contract. The contractor shall retain all records pertaining to this contract and upon request make them available to the City for 5 years following expiration of the contract. The contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

#### 1.40 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed the City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses,



administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

#### 1.41 LICENSES, PERMITS AND FEES

The contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required herein. Damages, penalties, and/or fines imposed on the City or the contractor for the contractor's failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the contractor.

#### 1.42 FORCE MAJEURE

The City and the contractor are excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two months, provided that in extenuating circumstances the City may excuse performance for a longer term. The economic hardship of the contractor shall not constitute force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

#### 1.43 PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall 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. Upon completion of the contract, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the

Contractor transfers all public records to the City 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 City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

**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 THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: [PSNIDER@PBGFL.COM](mailto:PSNIDER@PBGFL.COM).**

1.44 TECHNOLOGY REQUIREMENTS

The contractor awarded this project must use a shareable project management software, such as Procore or Microsoft projects, and provide regular updates and reports to the City on the status and progress of the project through reports generated from this software.

In addition, the contractor must have the ability to transmit and receive documents via an electronic/e-sign software application such as DocuSign or Adobe Acrobat Sign.

If the contractor is awarded this project and does not have the above technology capabilities on the date of the award, the contractor agrees to acquire and use the software for this project at no cost to the City.

1.45 FIELD SERVICES AND WORK ELEMENTS

The contractor shall provide and pay for field engineering services required for the project. This work shall include but limited to the following elements as detailed in the plans and specifications:

- A. Survey work
- B. Steel Trusses
- C. Structural Facia's
- D. Steel Joists
- E. Composite Steel Deck\*
- F. Roofing
- G. Wall Cladding
- H. Elevator
- I. Glazing - Windows and Doors, Curtain Walls, Roll-Up Doors, etc.
- J. Concrete Mix Design\*
- K. Reinforcing Steel and Welded Wire Fabric\*
- L. All interior and exterior Light Gauge (Walls, Soffits, etc.) \* (S&S if exterior or taller than 14 foot)
- M. Structural Steel Connections
- N. Metal Pan Stairways

- O. Railings and Fences
- P. Roof Ladders
- Q. Miscellaneous Hangers (Lighting, etc.)
- R. Mechanical, Fire and Plumbing Hangers, etc.
- S. Fire Sprinkler
- T. Fire Alarm

\*Shop drawings only. All others must be signed and sealed with calculations.

#### 1.46 3D MODEL DRAWINGS

The contractor shall provide BIM 3D model-based coordination drawings including the following disciplines sprinklers, mechanical, plumbing, electrical, and structural. No claim for change orders will be accepted as a result of this coordination work resulting in re-routing or revisions to existing ducts conduits and pipe routing.

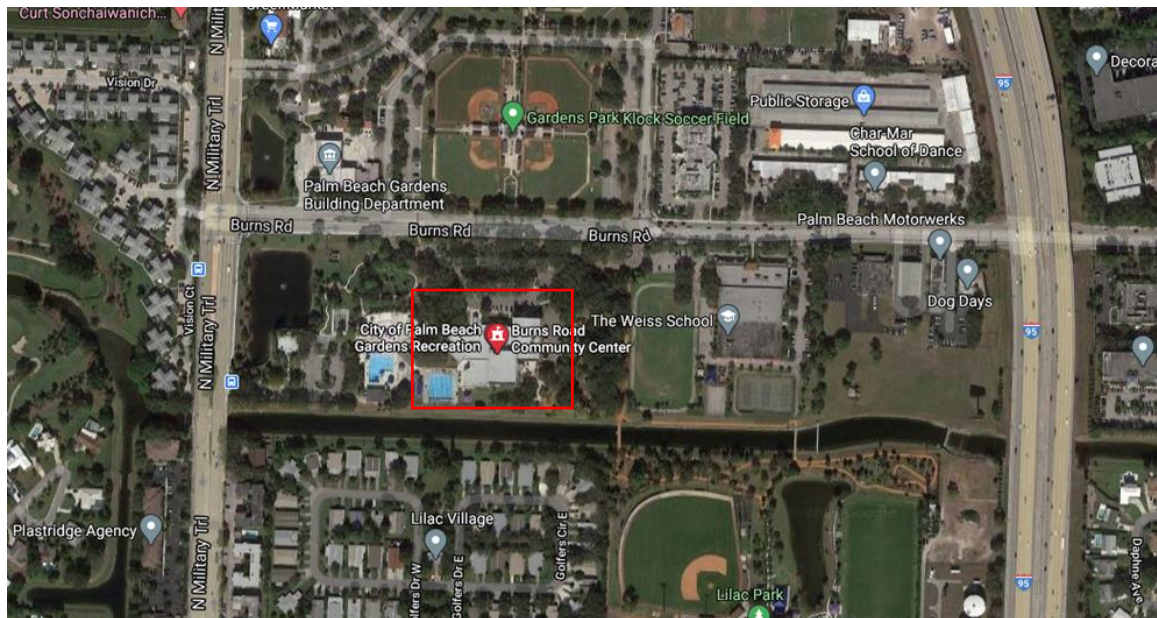
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## SECTION 2 STATEMENT OF WORK

### 2.1 PROJECT SUMMARY AND SITE LOCATION – BURNS ROAD COMMUNITY CENTER

The Burns Road Community Center is located at 4404 Burns Road, Palm Beach Gardens, Florida and consists of a 43,114 SF building that includes two gymnasiums, dance room, art room, auditorium, locker rooms, and offices for the Recreation Department’s administrative staff. The building was originally constructed in 1983 and then later expanded in 2006.

The following aerial image is provided below for reference.



Due to current City growth and anticipated future growth, the building, as currently configured, does not have sufficient programmable space, as well as office and support space for staff. The Burns Road Community Center Modernization project was created to address these deficiencies. The City has identified funding in its budget to renovate and expand this facility to accommodate current and future community programming. This Invitation to Bid includes the modernization and expansion of the main community center building as described in the contract documents with construction estimated to begin in September 2023.

The City has budgeted approximately \$16,750,000 (Base Bid) for the modernization and expansion of the building. The City is approaching this project as a design-bid-build procurement project delivery.

During construction, all utilities serving adjacent and off-site facilities (i.e., Aquatic Complex, Lakeside, fitness trail, etc.) including, but not limited to, water, sewer, electricity, and irrigation shall not be interrupted.

All work shall conform to minimum standards of the authorities having jurisdiction. All construction for the project shall conform to all current applicable codes, standards, and governing authorities. Expansions at a minimum shall meet the hurricane standards for a 170 MPH, and exposure category C rating per ASCE 7-10, and F.B.C. 2020, CH 16, Non-High Velocity

Zone. A CAD file of the topographic survey will be provided, which describes the existing conditions where the proposed site development is to be located.

As per F.S.S. 255.2575, City buildings shall be designed and constructed to comply with a sustainable building rating system or a national model green building code; clarifying that the actual certification process need not be sought but requiring the criteria to be met. The Community Center addition and renovations shall be constructed to achieve a minimum green design standard.

## 2.2 PROJECT SCOPE

The certified general contractor shall provide all construction services, including, but not limited to, labor, materials, supplies, supervision, sub-contractors, and related services and items to construct the Burns Road Community Center Modernization and Expansion Project.

The extent and scope of the construction work to be performed is contained in this solicitation, and in Exhibit "A", Construction Plans and Drawings; and Exhibit "B", Technical Specifications; and other related attachments and exhibits that are attached to this Invitation to Bid.

The Burns Road Community Center building will be closed during the entire period of construction. The remainder of the campus, including the Aquatic Center, playground, fitness trail, memorial garden, and Lakeside Center, will remain open during construction.

## 2.3 ARCHITECT OF RECORD

The architect who provided the construction plans and drawings is Ohlson Lavoie Corporation. The architect is not allowed to offer a bid to perform the work to renovate and expand the facility, either individually or as part of the general contractor's team. However, the work to be performed by the general contractor will require the continued involvement and cooperation of the architect, who will act in the capacity as the City's Design and Engineering Consultant on the project.

### DRAWINGS AND PLANS

The drawings and plans that are attached to this solicitation, Exhibit "A" – Construction Plans and Drawings, shall be the primary Statement of Work; and Exhibit "B" - Technical Specifications, for the work to be performed in this solicitation. As the City's Architect of Record for this project, OLC shall have certain rights and responsibilities in representing the City to the contractor, including the final interpretation of certain design elements and structures.

## 2.4 CONSTRUCTION SCHEDULE AND ALTERNATES

The bidder shall state in its bid the number of calendar days it will take to complete the base bid, and provide added time, if any, for the listed alternates. The total construction time for the base bid shall not exceed 540 calendar days. The bidder shall also provide information on how the work schedule is to be planned. The schedule and plan shall include information on what areas of the work will be performed first, and a reasonable chronological timeline for completion.

Bids with construction schedules longer than 540 calendar days for the base bid will be rejected by the City.

The contractor shall provide an updated schedule monthly to be submitted with the pay request. Failure to submit such schedule may result in payment delays.

For maximum flexibility, the City has divided the Bid and construction project as described below:

- a. Base Bid - Construct of the Community Center addition as described in the contract documents within plan sheets starting with a letter designating the drawing series (A, M, E...EXT.) followed by numeral one (1) and referred to as Phase 1. Scope includes, but is not limited to:
  - Partial demolition of existing building.
  - Constructing the new community center building addition.
  - Mechanical systems upgrades, electrical upgrades, install new transformer, new generator, site work, chiller yard and associated utility connections.
  - Structure system for new additions, and structure opening between the new vestibule and the main gym; and between the lobby and the main gym.
  - Ensure all areas of the existing building to remain is restored to their original condition and fully operational, including finishes, electrical, mechanical, plumbing, fire alarm, and sprinklers.
  
- b. Alternate 1: Construct a connection between the existing building and new addition, as described in the contract documents within sheets starting with "ALT1" designation and in engineering document as callouts. Alternate 1 will only be applicable if Alternate 2 is not accepted. Scope includes, but is not limited to:
  - Add exterior connector between new building and offices in existing to remain areas.
  - Add access from old gym to back side of locker rooms (include structure to add wall opening in gym wall).
  - Add access from corridor through one office (architecture and electrical, move light switch and exit signs).
  - Ensure all areas of the existing building to remain are restored to their original condition and fully operational, including finishes, electrical, mechanical, plumbing, fire alarm, and sprinklers.
  
- c. Alternate 2 – Daycare/Riverside Youth Enrichment Center and North Gym remodel as described in the contract documents in sheets starting with a letter designating the drawing series (A, M, E...EXT.) followed by numeral Two (2) and referred to as Phase 2. If Alternate 2 is accepted, Alternates 1 and 3 will not be accepted. Scope includes, but is not limited to:
  - Remodel existing North Gym.
  - Transform the South Gym and existing Administration area into a daycare and preschool.
  - Associated site work.
  - Ensure all areas of the existing building to remain are restored to their original condition and fully operational, including finishes, electrical, mechanical, plumbing, fire alarm, and sprinklers.
  
- d. Alternate 3 - Refinish both Gyms per plans. Finish the North Gym as described in Alternate 2 drawings. For the South Gym, use the plans mentioned above for reference. Alternate 3 will only be applicable if Alternate 2 is not accepted.



- Repaint both gyms according to plan.
- Resurface flooring and markings with Robbins Plastic FL Resurfacing System in both gyms.
- Replace lighting in both gyms.
- Replace wall pads in both gyms.
- Clean all ducts in both gyms.
- Add Tectum sound panels in both gyms.
- Ensure all areas of the existing building to remain are restored to their original condition and fully operational, including finishes, electrical, mechanical, plumbing, fire alarm, and sprinklers.

## 2.5 GENERAL NOTES

- a. The contractor shall field check and verify all dimensions and existing conditions prior to construction, notify the City of any discrepancies immediately.
- b. The contractor shall notify the City immediately of any discrepancies between construction documents and actual field conditions.
- c. Site dimensions are to the face of curb, property line or face of building unless otherwise noted.
- d. The contractor shall protect and carefully preserve all survey or property markers and monuments. Any markers or monuments that are removed or disturbed by the contractor's actions shall be replaced at the contractor's expense by a registered land surveyor.
- e. Construction signs, lights, and barricades shall be installed at locations necessary to maintain a safe work site condition as directed/approved by the City, and in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), as applicable.
- f. All ground surfaces disturbed by construction shall be restored to their original condition or as shown on the plans.
- g. The location of underground utilities and structures shown on the plans represents the best knowledge of the City. Prior to proceeding with any excavations, the contractor shall contact Florida's One-Call System (Sunshine 811) at 800.432.4770.
- h. For site work, the contractor is responsible for the building pad, water, sewer, electrical, drainage as identified as contractors' responsibility on the plans, roof drain connections, concrete walkways and patios adjacent to the building, bollards, dumpster, generator enclosure, mechanical yard, site lighting (including flagpole lighting), vehicle charging station electrical, testing, and authority/utility coordination for same. The contractor shall tie in all systems where needed, provide conduits as required by Florida Power and Light to the new transformer location, and back fill and compact all trenches resulting from underground utilities work.

The City will be responsible for site paving, deceleration lanes, new curb cuts, grading and drainage where depicted on the site plan, swale and site drainage within the fitness trail, and any sidewalks not touching the building.



Additionally, the west parking lot as depicted in the site plan (west of the main entrance) will be completed by the City before construction of the building begins.

## 2.6 FOUNDATION NOTES

- a. All footing excavations shall be clean and free of debris, standing water and loose soil prior to placement of concrete.
- b. All footing excavations shall be inspected and approved by the City Engineer or designee prior to placement of concrete.
- c. The contractor shall familiarize itself with the scope of the work and soil and water conditions before proceeding with the work.
- d. All fill material shall be approved for use in advance of placement by the City Engineer or designee. No fill shall be placed over frozen, muddy, or other deleterious material. No fill may be placed over a previous lift that has not been adequately compacted and accepted by the City.
- e. It is the contractor's responsibility to ensure all structures' stability during construction.

## 2.7 PROTECT ADJACENT MATERIALS INDICATED TO REMAIN

The contractor shall install and maintain dust and noise barriers to keep dirt, dust, and noise from being transmitted to adjacent areas. The contractor will be required to provide fencing, windscreen, safety, and wayfinding signage as approved by the City. Remove protection and barriers after demolition and/or construction operations are complete.

## 2.8 TESTING

The expense of all initial tests and test reports shall be borne by the City. Any costs associated with re-testing due to failed tests shall be borne by the Contractor.

## 2.9 PROTECT EXISTING STRUCTURES

The contractor shall protect all areas to remain and existing structures, utilities, sidewalks, pavements, and other facilities from damage by settlement, lateral movement, undermining, washout, and other hazards created by any excavation operations.

## 2.10 SITE INFORMATION

Subsurface conditions were investigated during the design of the project. Reports of these findings are an integral part of this contract. Contractor to follow all recommended soil preparation prior to commencement of underground construction activities. Contractor to engage the City's assigned Geotechnical engineer to observe excavation backfill, compaction work and conduct soil density testing.

## 2.11 EXISTING UTILITIES

Locate existing underground utilities in excavation areas. If utilities are indicated to remain, support, and protect services during excavation operations.

When uncharted or incorrectly charted utilities are discovered contact the utility immediately for instructions. Provide temporary utility services to affected areas. Provide a minimum of 48 hours' Notice to City prior to utility interruption.

## 2.12 BIDDER'S RESOURCES

The bidder shall include information in its bid submittal on the resources available to the company to perform the work described in this solicitation. The information must state the number of staff that will be involved in this project, the type and amount of equipment owned or leased by the bidder that will be used for this project, and the availability of financial resources to adequately complete the work.

## 2.13 LETTERS OF REFERENCES

The bidder shall provide letters of reference, not more than 3 years old, from former clients who can attest to the capability of the bidder, the bidder's past performance, and the company's overall ability to provide the required construction services. Please do not provide more than three letters of reference.

## 2.14 WORKMANSHIP AND INSPECTIONS

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

## 2.15 RETAINAGE

To ensure faithful performance of the contract, and as allowed by Florida Statutes, the City shall retain 5% of the earned sum, when payment is due, until 100% of the project is completed. The amounts withheld may be included in the final payment. Any subcontract that provides for similar progress payments shall be subject to the same limitations. However, all subcontracts and material suppliers must be paid in full prior to the City making final payment.

## 2.16 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.

## 2.17 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 the work site. The bidder 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.

## 2.18 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. 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.

## 2.19 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 bidder shall state in the bid submittal the number of calendar days to complete each section of the work as shown.

#### 2.20 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 as a result of having to secure the services of another vendor.

#### 2.21 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 an 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.

#### 2.22 OMISSIONS IN SPECIFICATIONS

The statement of work or description of items contained within this solicitation describes the various functions and classes of work 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.

#### 2.23 RELATED WORK AND CITY VENDORS

The City will be responsible for performing or hiring for the following related work on this project. The contractor shall work with the City's employees or vendors to ensure that work is properly coordinated and scheduled to eliminate conflicts and prevent delays.

SERVICE	CITY CONTRACTOR
Geotechnical Services	Universal Engineering Sciences
Landscaping and Irrigation	TBD/In house
Televisions	Peerson Audio
Site Work (only as described in Section 2.5(h) that is not within the contractor's scope of work)	TBD
Bidirectional Amplifier System	NautilusRF
Fire Alarm Monitoring/Inspection Only (Not System Installation)	Group One Safety & Security
Fire Sprinkler Monitoring/Inspection Only	Group One Safety & Security

(Not System Installation)	
Door Lock Cylinders	Wilson Rowan
Security Cameras	Protec Video
Furniture	TBD
Hand Soap and Paper Dispensers	SupplyWorks
Audio System	Peerson Audio
Cabling: Data, Fiber Optic, Co-Ax	Universal Cabling Systems
Card Access System, Burglar Alarm, Panic Buttons	Integrated Fire and Security Solutions
Energy Management System (Automated Logic)	Wisch and Jackson
Elevator Cellular Communication Device	Group One Safety & Security

The contractor is responsible for providing raceways and junction boxes for all systems below requiring conduit, as indicated in the drawings. The contractor shall provide raceways to cross hard ceilings.

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### SECTION 3 PRICING SCHEDULE

#### 3.1 PRICES AND RATES

Bidders shall complete the online Pricing Schedule in the electronic bidding portal.

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

#### 3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

- a. Subcontractor listing/information, if applicable.
- b. Copies of certifications/licenses.
- c. Construction Phasing and Scheduling Plan

#### 3.3 EXHIBITS

The following exhibits are attached and incorporated into this solicitation. The contractor shall field check and verify all dimensions and existing conditions prior to construction, notify the City of any discrepancies.

- a. Exhibit A – Construction Plans and Drawings
- b. Exhibit B – Technical Specifications
- c. Exhibit C – Draft Agreement