



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

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS

RFP2021-064CS
DESIGN AND CONSTRUCTION OF AQUATICS CENTER BUILDING
(AT BURNS ROAD COMMUNITY CENTER)

DUE DATE AND TIME
FRIDAY, JUNE 25, 2021 @ 3:00PM (LOCAL TIME)

TABLE OF CONTENTS		
SECTION	TITLE	PAGE
	Legal Advertisement	2
1.	Special Terms and Conditions	3
2.	Scope of Work	12
3.	Proposal Requirements	17
4.	Evaluation Process	20

INSTRUCTIONS

This Request for Proposals will be available on Friday, May 21, 2021, at 8:00 a.m. on the Negometrix e-procurement platform at <https://app.negometrix.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.

Proposals must be submitted through the Negometrix 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 proposals is Friday, June 25, 2021, at 3:00 p.m. local time. At that time, all responses will be downloaded from the Negometrix e-procurement platform and publicly read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

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

This Request for Proposals is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.com/purchasing. By submitting a proposal, the vendor agrees to be bound by the City's General Terms and Conditions.



LEGAL ADVERTISEMENT

RFP2021-064CS
DESIGN AND CONSTRUCTION OF AQUATICS CENTER BUILDING (BRCC)

The City of Palm Beach Gardens is seeking proposals from qualified design build teams for the design and construction (design-build) of an Aquatics Center Building at the Burns Road Community Center, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

The Request for Proposals will be available on Friday, May 21, 2021, at 8:00 a.m. local time on the Negometrix 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.

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

The City will hold a Pre-Bid Conference and Site Visit on June 4, 2021, at City Hall, City of Palm Beach Gardens, starting promptly at 10:00 a.m. Attendance is recommended, but not mandatory, and COVID19 safety protocols will be in effect.

The deadline for submission of proposals is Friday, June 25, 2021, at 3:00 p.m. local time. At that time, all responses will be downloaded from the Negometrix e-procurement platform and the names of the proposers publicly read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

It is the responsibility of the design-build contractor to ensure all relevant information is included in its proposal. All proposers are advised to carefully examine the requirements of the Request for Proposals. 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 proposals, 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
Friday, May 21, 2021

SECTION 1 SPECIAL TERMS AND CONDITIONS

1.1 PROJECT INFORMATION

The City of Palm Beach Gardens, Florida, is soliciting proposals from qualified proposers for the design and construction (design-build) of an Aquatics Center Building at the Burns Road Community Center, 4404 Burns Road, Palm Beach Gardens, Florida.

The City intends to award a contract that will incorporate all preliminary planning, design, architectural drawings, pre-construction, construction, and post-construction work requirements of the project, until the entire project has been completed, and has been inspected and accepted by the City.

The design-build contractor team shall include an architectural and engineering firm, including an acoustical engineer, and a qualified and appropriately licensed general contractor. The design-build contractor shall be able and willing to work with the City's staff, consultants, and subcontractors on this project. Consultants and subcontractors may include interior designers, security consultants, art consultants, and others.

The City estimates that this project should cost \$2,000,000 to design and construct over a period of less than 12 months. This estimate includes the development of the design drawings, surveys, the design-build contract, and all other onsite and offsite requirements to deliver a completed facility to the City. The City will separately contract for and construct the parking areas and related site works.

The main pool at the Aquatics Center will be closed during the period of construction. Construction work by other contractors will be in progress at the main pool. The design-build contractor shall coordinate with that contractor to ensure there are no conflicts on the project site. The competition pool will remain open during the construction period and will be accessed through the Community Center's main building.

The design-build contractor shall take all necessary precautions and efforts to ensure safe operations on the premises, without undue interruptions of other construction work, or the normal daily operations of the Community Center. The City will work in good faith with the design build team to ensure that work can proceed without undue interruptions.

The Design Criteria Package that is included with this solicitation was developed by Synalovski Romanik Saye, LLC. Synalovski Romanik Saye is prohibited from being a part of any design build construction team submitting a proposal for this project.

ANTICIPATED PROCUREMENT SCHEDULE

Event	Date
Request for Proposals Advertised	May 21, 2021
Pre-Proposal Conference and Site Visit	June 4, 2021
Due Date and Time for Proposals	June 25, 2021
Evaluation of Proposals Begin	June 28, 2021
Evaluation of Proposals End	July 2021
Award of Contract	August/September 2021

1.2 PRE-BID CONFERENCE AND SITE VISIT

The City will hold a Pre-Bid Conference and Site Visit on June 4, 2021 starting promptly at 10:00AM at City Hall, 10500 N Military Trail, Palm Beach Gardens. After the Pre-Bid Conference, there will be a Site Visit at the Aquatics Center, Burns Road Community Center, 4404 Burns Road, Palm Beach Gardens, Florida. Potential proposers should bring a copy of this solicitation with them to the Pre-Bid Conference and Site Visit.

The purpose of the Pre-Bid Conference and Site Visit is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the work and its performance. Due to the COVID19 outbreak, attendees at the Pre-Bid Conference and Site Visit must wear masks and practice social distancing.

Submission of a proposal shall constitute an acknowledgement by the proposer that it has thoroughly examined and is familiar with the requirements of this solicitation package. The failure or neglect of the proposer to examine the solicitation package properly, shall in no way relieve the proposer of any obligation with respect to its proposal 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 package or the resultant contract.

1.3 TERM OF CONTRACT

The term of the resultant contract shall be from the effective date until the design-build contractor has completed the work, and all related areas of construction, inclusive of all warranty periods including any extensions or modifications to the agreement, and the project has been reviewed and accepted by the City.

1.4 OPTIONS TO RENEW

Intentionally Omitted

1.5 METHOD OF AWARD

The City will award the contract to the responsive and responsible proposer to whom the Selection Committee assigns the highest score, and with whom the City is able to negotiate an acceptable agreement.

It is the policy of the City to encourage full and open competition among all available qualified vendors. All contractors regularly engaged in the type of work described in this solicitation are encouraged to submit proposals.

To be considered eligible for contract award the proposer must meet the following minimum requirements:

- Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- Be regularly and consistently engaged in providing the same or similar kind of work to those being requested in this solicitation.
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- Be able to comply with the required or proposed delivery or performance schedule.

- Have a satisfactory record of performance on public projects. Vendors 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 vendor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- Vendors 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 project should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee future award. The vendor must perform satisfactorily and professionally on all City work undertaken.
- Have a satisfactory record of integrity and business ethics.
- If applicable, be properly licensed by the appropriate regulatory agency for the type of work to be performed.
- Not have any previous investigations where the vendor was found at fault and penalized; or current investigations where disposition is pending by a regulatory agency; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.6 ELIGIBILITY AND MINIMUM REQUIREMENTS

To be eligible to respond to this solicitation and be considered for award, the proposer shall demonstrate to the satisfaction of the City that it or the persons assigned to the project have successfully performed the kind of work required in this solicitation, similar in scope and complexity, to private or public clients.

Proposers must meet the following minimum qualifications to be awarded. Failure to meet the minimum qualifications may result in rejection of the proposal. Proposers shall submit written documentation such as letters of references or a list of clients, as evidence that they meet the requirements stated below. Letters of references should not be older than three years.

- a. The proposer's design build team shall consist of an architectural and engineering firm, including an acoustical engineer, and a general contractor, who are certified and licensed to perform work in the State of Florida.
- b. Proposers shall have qualified staff with the experience to manage the project without undue reliance on the City's staff.
- c. Proposers shall have more than one year's experience in satisfactorily constructing design build projects and shall submit information showing they meet this requirement.
- d. Proposers shall demonstrate a strong background in successfully constructing recreational facilities for public entities and shall provide written information on each project.

1.7 CERTIFICATIONS

Any proposer submitting an offer in response to this solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the proposer to perform the work proposed by this design/build solicitation. If other professions or trades are required in conjunction with this solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the proposer's offer; provided, however, that the City may at its option and in its best interest allow the proposer to supply the subcontractor(s) certificate to the City during the evaluation period.

All lead architects and engineers on the project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

1.8 PRICES SHALL BE FIXED AND FIRM: GUARANTEED MAXIMUM PRICE

The proposer shall submit a Guaranteed Maximum Price for all the work to be performed under this solicitation. If the proposer is awarded a contract under this solicitation, the Guaranteed Maximum Price agreed between the City and the design-build contractor shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the City.

1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its proposal, it is strongly recommended that the proposer attend the Site Visit and inspect the Aquatics Center at the Burns Road Community Center 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 proposer is also advised to carefully examine the Design Criteria Package, any drawings, specifications, or equipment, and become thoroughly aware regarding 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 these conditions.

1.10 LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS OR LATE DELIVERY

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 shall cause the design-build contractor to be subject to charges for liquidated damages in the amount of 0.1% of the Guaranteed Maximum Price for each calendar day the design-build 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 design-build contractor under this agreement, or to invoice the design-build contractor for such damages if the costs incurred exceed the amount due to the design-build contractor.

1.11 INSURANCE

The design-build 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 thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the design-build contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The design-build contractor must 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 design-build contractor shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Employer's Liability Insurance - \$1,000,000 per occurrence
- 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. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include:
 - 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. Builders Risk / Installation Floater
The design-build 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 design-build 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 design-build 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.
- vii. Pollution Legal Liability- hazardous and materials excavation in the amount of \$2,000,000 each occurrence. Coverage for claims against the City for damage to environmental conditions resulting from alleged or actual violations of environmental laws occurring while performing the contracted services.

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.

Approved change orders that increase the value of the structure during construction shall be reflected as an endorsement to the policy. Proof of such endorsement shall be submitted to the City at the time of the request for the change order.

1.12 PERFORMANCE AND CONSTRUCTION BONDS

The proposer to whom a contingent award is made shall duly execute and deliver to the City Performance and Construction Bonds, in amounts equal to 110% of the total contract price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance and Construction Bonds shall be delivered to the City contemporaneously with contract execution. The bonds shall be substantially in the format of the examples that are a part of this solicitation.

The bonds 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 bonds may not be canceled, terminated, or revised unless the City has been provided with thirty (30) days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement are given by both parties that the performance and construction bonds do not limit the liability of the design-build contractor to the City in the event of a material breach of the contract agreement by the design-build contractor. The bonds may be used to recover liquidated damages on behalf of the City.

If the proposer fails to deliver the bonds, the City shall declare the design-build contractor in default of the contractual terms and conditions, and the City shall not accept any offer or proposals from that proposer for a twelve (12) month period following such default.

1.13 BID BOND/GUARANTY

All offers shall be accompanied by an Offer Guaranty/Bid Bond in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of Five Thousand Dollars (\$5,000), payable to the City of Palm Beach Gardens, Florida. Subsequent contract award shall be conditioned upon the proposer recommended for award submitting all required documentation to complete the award process. Any proposal that is not accompanied by this Offer Guaranty/Bid Bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal by the design-build contractor to complete the contract award process, the security submitted with the proposal shall be forfeited because of such failure or default. All proposers shall be entitled to the return of their Offer Guaranty/Bid Bond within ten (10) calendar days after execution of an agreement between the design-build contractor and the City.

1.14 DEFAULT

- a. In the event the design-build contractor defaults in the performance of the contract, the City shall have the following options:
 - i. The City will give the design-build contractor written notice of default. If the default is not resolved within the time specified in the notice, the City may terminate the contract and obtain the services elsewhere.
 - ii. The City may recover at law all claims that may be due to the City from the design-build contractor.
 - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the design-build contractor for the full cost of the work, plus 30 percent of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The design-build contractor, in accepting the resultant contract, agrees that the City shall not be liable to be prosecuted for damages in the event the City declares the design-build contractor in default hereunder.

1.15 METHOD OF PAYMENT – INVOICE FOR COMPLETION OF WORK (PROGRESS PAYMENTS)

The design-build contractor shall submit an invoice to the City upon completion of the work, or portion thereof, and the inspection and acceptance by the City Engineer or designee. The date of the invoices shall not exceed 30 calendar days from the completion and acceptance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance and acceptance of the work.

The design-build contractor shall use the American Institute of Architects Form G702, Application and certificate for Payment, or an equivalent form, to invoice for this project. The invoice shall contain the following basic information: the design-build contractor's name and address, invoice number, date of invoice, description of the work performed, the contract number, purchase order number, and any discounts.

The City will allow progress payments for the work to be performed under this contract. Such progress payments shall be only for work that has been completed and verified by the City.

All payments shall be subject to the provisions of Florida's Prompt Payment Act.

1.16 WARRANTY REQUIREMENTS: ONE YEAR FROM DATE OF ACCEPTANCE

In addition to all other warranties that may be supplied by the proposer, the design-build contractor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one year from the date of substantial completion. This warranty requirement shall remain in force for the full period; regardless of whether the design-build 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 design-build contractor does not constitute a waiver of these warranty provisions.

1.17 CLEAN UP

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

1.18 PRE-CONSTRUCTION CONFERENCE

The design-build contractor shall conduct a Pre-Construction Conference for City officials designated to represent the City prior to the start of any construction work. The design-build contractor may choose the location of the construction conference, provided the conference is held in the southeast Florida area. Any costs incurred by City officials in conjunction with the pre-construction conference shall be borne by the City.

1.19 RELEASE OF CLAIM REQUIRED

Pursuant to Section 255.05, *Florida Statutes*, all payments to the design-build contractor's subcontractors shall be made within ten (10) days of receipt of the partial payment by the design-build contractor. Except for the first partial payment, the design-build contractor must pay all its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the design-build contractor for monies due such subcontractors and suppliers because of a percentage of the work completed. The design-build contractor must 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 on the Project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the design-build contractor. In the event such affidavits cannot be furnished, the design-build 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 design-build 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.

1.20 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its proposal, the proposer must identify all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work 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 proposer fails to identify all subcontractors in the proposal, the City may allow the proposer to submit this documentation during the evaluation period if such action is in the best interest of the City. The City reserves the right to deny the use of a subcontractor(s) with or without cause.

1.21 RECORDS, ACCOUNTS, AND STATEMENTS

The design-build 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 three 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 design-build contractor's business with the City pursuant to generally accepted auditing standards.

AS-BUILT DOCUMENTS

Production: During this project, the design-build contractor shall maintain record of the 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 the City.

Completion: At the completion of the project, the design-build 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 with the corresponding CAD files for verification. If any errors are found, the design-build contractor shall correct the As-BUILTS and resubmit all plan sheets as one file in PDF format to the City.

1.22 COMPLIANCE AND CONDUCT

The design-build contractor shall always comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The design-build 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 this contract, the design-build 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 lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

1.23 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the design-build 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 all conflicting or modifying terms, conditions, or requirements of the proposer'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.

1.24 SALES TAX SAVINGS PROGRAM

As it may deem in its best interest, the City shall have the right to directly purchase from its own vendors, or from vendors or subcontractors of the design-build contractor, any item or material for use on this project, to save on the applicable sales tax. The City will notify the design-build contractor of its decision on the specific materials to be purchased under the Sales Tax Savings Program, and the design-build contractor shall deduct the amounts saved from the total cost for the project.

SECTION 2 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

The City of Palm Beach Gardens has a population of more than 50,000 residents. The City owns and operates a recreation facility at 4404 Burns Road, Palm Beach Gardens. This facility is known as the Burns Road Community Center and was constructed in 1983 and renovated in 2006. In addition to providing several recreation programs this building hosts the administration offices of the City's Recreation Department.

The Burns Road Community Center has approximately 40,000 square feet of indoor area. The building has dance rooms, a fully equipped art room, gymnasiums, public internet access, kitchens, locker rooms, meeting rooms, an outdoor pavilion, and restrooms. The City plans to allocate funding over three years to modernize and expand the Community Center to meet the growing needs of residents and visitors.

The Burns Road Community Center also includes the City's Aquatic Center. The design and construction of a new Aquatics Center Building is one area/phase of work of the modernization project.

The remaining areas/phases of work will be contracted for separately and are not part of this solicitation.

The design-build contractor shall demolish the existing building and remove and dispose of the resulting debris and waste in an appropriate manner.

The City has contracted with the architectural firm Synalovski Romanik Saye, LLC, to develop design sketches and schematics for the new Aquatics Center Building. The design sketches and schematics, which are part of the Design Criteria Package in this solicitation, reflects the general vision the Recreation Department has for the new building. It incorporates certain elements of design and functionality that are critical to the needs of the Department.

However, potential proposers are strongly cautioned not to consider the sketches and schematics as preliminary designs for the final design. The City is looking for a design build construction team that will work with City staff to develop a more comprehensive plan that includes the important elements but is functionally efficient and aesthetically pleasing. The City's expectations are that potential proposers will use the schematic design and the Design Criteria Narrative to develop their own plans and ideas that best meet the needs of the City.

2.2 MINIMUM DESIGN REQUIREMENTS

The design and construction of the Aquatics Center Building shall include sufficient space to house the existing operations of the Aquatics Center, for current staffing and near future requirements. Within the specified workspace floor area, the functional layout must be sufficient space to house staff and equipment for day-to-day operations.

This solicitation is for architectural and engineering design, and construction under a single contract for cost of the work plus design-builder's fee for a Guaranteed Maximum Price. This includes professional services for design-build and should include, but not be limited to, site survey and soil testing as required; construction of the buildings substructure, superstructure, shell (exterior enclosure) and interior construction; special inspections; mechanical, plumbing, electrical, conveyance and security systems; and lightning protections. The proposed building shall meet all hurricane hazard safety criteria as set forth by U.S. Department of Homeland Security and the State of Florida, Division of Emergency Management, and Palm Beach County.

EXHIBITS

Comprehensive information and technical specifications regarding the proposed project are contained and described in the Design Criteria Package, which is attached to this solicitation as Exhibit "A", Design Criteria Package (including the Design Criteria Narrative).

2.3 REQUIREMENTS OF PROPOSAL

Proposers interested in this project shall clearly describe all aspects of the project as proposed, including details on project management approach and work plans. A brief statement should be included, which explains why the proposal would be the most effective and beneficial to the City of Palm Beach Gardens.

Proposers shall submit as part of their proposals, complete descriptions, and preliminary schematics and layouts of the proposed Aquatics Center Building.

Relevant experience shall be at least three (3) completed, delivered, and accepted similar design-build projects from the proposer. This requirement may be satisfied by the relevant individual experience of the architect, engineer, or general contractor for the project.

A listing of all sub-contractors, and additional qualification information shall be submitted about the experience of the individuals that will construct the project. Please identify the contact person and supervisory personnel who will work on the project. A resume of each person shall be provided with emphasis on their experience with similar work. Proposers must also submit copies of contractors' licenses, and any other licenses deemed relevant for working on the project.

2.4 ADDITIONAL INFORMATION

The following additional information is provided regarding the site and Project.

- a. The estimated planning, design, and construction budget for this project is \$2,000,000.
- b. The construction site is already platted. No platting is required from the proposer.
- c. This project does not have any local or special preferences for small businesses, woman-owned, or minority enterprises.
- d. The City is not assigning a LEED commissioning agent to the project. Any service fees or other applicable fees must be accounted for in the proposer's Guaranteed Maximum Price. The new building shall be constructed to LEED standards or an equivalent green sustainability code, but the City will not be pursuing LEED certification for the building.

2.5 SITE PREPARATION

The proposer shall demolish the existing building and shall perform all the required testing and pre-engineering work to prepare the site for construction. The proposer shall perform all required testing and surveys, including, but not limited to, topographical surveying, geotechnical analysis, and soil testing that are required to determine the state of the site prior to construction.

The design-build contractor shall provide a wash station and restroom facilities, hand sanitizers, recommending face masks be worn while indoors, and signage requiring same for all its employees and subcontractor; including any additional safety and protective measures required by the Centers for Disease Control (CDC), Palm Beach County Health Department, or the City of Palm Beach Gardens.

2.6 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 design-build contractor shall proceed with the performance of any changes in the work so ordered by the City, unless the design-build contractor believes that such changes entitle it to a change in the contract price or time, or both, in which event the design-build contractor shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the design-build contractor shall document the basis for the change in contract price or time within ten (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 design-build contractor; a construction change directive may or may not be agreed to by the design-build 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 design-build contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

2.7 CHANGE ORDERS

A change order is a document prepared and signed by the City and design-build contractor, stating their agreement upon all 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.

The City will not pay the contractor for the costs of any administrative task or for any other work or task related to the preparation of a change order request. Such costs shall be covered by the amount allowed for overhead and profit.

2.8 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 proposal.
- 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; or
- d. by actual cost, to be determined in a manner agreed upon by the design-build contractor and the City and including a mutually acceptable fixed or percentage fee (if any).

Upon receipt of a construction change directive, the design-build contractor shall promptly proceed with the change in the work involved and shall immediately advise the City of the design-build 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 design-build 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 based on 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 design-build 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 for any changes shall be limited to the following (the design-build contractor shall submit detailed documentation for each cost):

- 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 design-build contractor or others.
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work (proof of change and additional premium by the issuing bonding and insurance companies shall be submitted); and
- e. the design-build 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. The design-build contractor may add an amount, confirmed by the surety, not to exceed 2% for the additional performance bond premium.

Overhead shall include the following: superintendent wages, project manager wages, supervision, wages of timekeepers, watchmen, and 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 cost.

When the City and the design-build 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.

2.9 FIELD WORK

The entire responsibility for establishing and maintaining a line and grade in the field lies with the design-build contractor. The design-build contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, manholes, handholds, fittings, and the like and shall deliver these records in good order to the City as the work is completed. These records shall serve as a basis for record drawings. The cost of all such field layout and recording work shall be included in the prices bid for the appropriate items.

2.10 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 design-build contractor. The design-build contractor shall carry out such written orders promptly.

2.11 PERMITS AND FEES

The design-build contractor shall apply for and pay for all required permits and fees for this project, including those for the County, State, or any applicable regulatory authority. The City will waive all permit fees payable to the City; however, the proposer is required to complete and submit all required 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 proposal in response to this solicitation, the proposer acknowledges and agrees that the City has provided all information it has on all applicable permits and fees for this project.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INSTRUCTIONS

Proposals must be submitted through the Negometrix e-procurement platform at <https://app.negometrix.com/buyer/3543>. Responses submitted to City Hall will not be accepted or considered for evaluation. The City will release all addenda, changes, and any additional information through the Negometrix e-procurement platform, and the City's Purchasing webpage at www.pbgfl.com/purchasing.

This Request for Proposals is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.com/purchasing. By submitting an offer to this Request for Proposal, the vendor agrees to be bound by the City's General Terms and Conditions.

3.2 PROPOSAL REQUIREMENTS

The proposal shall name all persons or entities submitting the proposal who are principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers.

Proposals shall be signed by an authorized person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the corporation and his or her own name.

- a. At a minimum, proposals shall include the following information:
 - i. Table of contents providing a clear identification of the material by section and by page number.
 - ii. Description and history of the make-up and composition of the firm.
 - iii. Clear and concise information on the proposed design.
 - iv. Letters of references from customers for whom the proposer has provided similar work.
 - v. A statement setting forth the proposer's understanding of the requirements of this project and a positive commitment to meet or exceed specifications stated in this solicitation, including executing the project in good faith.
- b. The proposal should provide information on project implementation and must include a proposed construction schedule.

3.3 GENERAL PROPOSAL FORMAT

To facilitate and expedite review, the City requests that all proposers follow the response format outlined below. Failure to submit your response in this format may result in delay evaluating your proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Proposals should follow the format below, and include the information described:

- TAB 1 INTRODUCTION
A cover letter, no longer than two pages, signed by an authorized representative of your firm stating a positive commitment to the project. The letter should include the name of the primary contact person, their title, address, phone number, and email address.
- TAB 2 TABLE OF CONTENTS
A concise and clear description of the material included in the proposal by page number.
- TAB 3 PROPOSER INFORMATION, EXPERIENCE AND REFERENCES
A brief description of the proposer’s history, organizational structure, and philosophy.
- Describe the proposer’s experience in design build projects like what is described in this solicitation.
- Identify and include qualifications of the specific individuals to be assigned to the project (include names, certifications, contact information and services the individuals will provide to the City).
- List any subcontractors that may be used to accomplish the work (include names, certifications, contact information and services the subcontractors will provide to the City).
- Describe any significant or unique awards received or accomplishments in previous, similar projects.
- Evidence that the proposer and/or subcontractor meet the minimum requirements for submitting a response to this Request for Proposals.
- Examples of similar projects, with applicable client reference information. References should include the following information:
- Client name, address and phone number, and email address.
 - Description of project.
 - Performance period, and the total amount of contract.
- TAB 4 PROJECT APPROACH
Define what project implementation and execution methods the proposer will utilize that will result in the successful construction of this project. State your project management plan, firm’s interpretation of the general project scope, and method of approach.
- Define personnel, consultants, subcontractors, and resources, available to work on this project.
- Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional alternative ideas that may be successful if implemented.

TAB 5 ATTACHMENTS AND FORMS
All attachments and forms required by the Request for Proposals shall be fully executed by the proposer and submitted.

The bid bond shall be scanned and uploaded at the electronic bidding portal (Negometrix).

TAB 6 PRICING INFORMATION
State the Guaranteed Maximum price for the project.

The pricing information should be clear and unambiguous to allow the City to correctly identify the costs associated with doing business with the proposer. Include in the pricing information clearly defined discounts, setup fees, price adjustments or escalations, special charges, etc.

SECTION 4 THE EVALUATION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

The City will review each proposal to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is timely submitted, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

Additional information on how the City determines responsiveness is located online in the City's Purchasing Policies and Procedures Manual, which can be accessed at www.pbgfl.com/purchasing.

4.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each proposer will be reviewed to determine if the proposer is a responsible proposer. A responsible proposer is a proposer that the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; and has a satisfactory record of integrity and business ethics.

- a. In making the determination of whether the proposer has the capability to perform the contract the City may consider factors including, but not limited to, the following:
 - i. past performance of the proposer, its principals, affiliates, or supervisory personnel in the execution of prior City contracts.
 - ii. any information which the City may obtain relating to the performance of the proposer, its principals, affiliates, or supervisory personnel on contracts with third parties, including without limitation, contracts with other governmental entities.
 - iii. financial performance and capability, including without limitation, pending and unsatisfied claims.
 - iv. qualifications and past performance of the personnel who will have supervisory responsibility for the performance of the specific City contract.
 - v. licensing, certifications, and other permits; and
 - vi. any significant changes in the proposer's financial position or business organization.

Additional information on how the City determines responsibility is located online in the City's Purchasing Policies and Procedures Manual, which can be accessed at www.pbgfl.com/purchasing.

4.3 EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee that will independently evaluate and rank proposals on the criteria listed below. The Selection Committee will be comprised of appropriate City personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge of this project. The criteria are itemized with their respective weights for a maximum total of 100 points per Selection Committee member.

TECHNICAL CRITERIA	POINTS
a. Proposer’s relevant experience, qualifications, past performance on similar design build projects.	20
b. Functionality and quality of the proposed design and preliminary schematics	20
c. Construction schedule plan	20
d. Proposer’s project approach and implementation	20
 PRICING CRITERIA	
e. Guaranteed Maximum Pricing	20

4.4 ORAL PRESENTATIONS AND INTERVIEWS

Upon initial completion of the evaluation indicated above and the rating and ranking of the proposers, the Selection Committee may choose to receive oral presentations and conduct interviews with the Proposers that the Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentations and interviews, the Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the proposals remaining under consideration based upon the proposals and the oral presentations and interviews. In such circumstances, the initial rankings of the proposers shall be considered preliminary rankings until after the oral presentations and interviews are completed.

4.5 EVALUATION OF PROPOSED PRICING

After the evaluation of the technical areas of the proposal, the City will evaluate the proposed pricing. The pricing information will be evaluated subjectively in combination with the technical information, including an evaluation of how well it matches the proposer’s understanding of the City’s needs described in this solicitation, the proposer’s assumptions, and the value of the proposed equipment. The pricing information evaluation is used as part of the evaluation process to determine the highest-ranked proposer.

The City reserves the right to negotiate the final terms, conditions, and pricing structure of the contract as may be in the best interest of the City.

4.6 NEGOTIATIONS

If the City and the proposer cannot reach an agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next highest-ranked proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any proposer recommended for negotiations may be required to provide to the City:

- a. Its most recent certified business financial statements as of a date not earlier than the end of the proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its employees or subcontractors, is or has been involved within the last 3 years.

4.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Council for approval, as appropriate. All proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the proposer whose proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which proposer shall be final.