



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

PURCHASING DEPARTMENT

INVITATION TO BID

ITB2021-137GF

CONSTRUCTION OF PAR 3 GOLF CLUBHOUSE AT SANDHILL CRANE GOLF CLUB

DUE DATE AND TIME

FRIDAY, JULY 16, 2021 @ 3:00PM (LOCAL TIME)

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INSTRUCTIONS

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

Bids shall 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 bids is Friday, July 16, 2021, at 3:00 pm (local time). At that time, all responses will be downloaded from the Negometrix e-procurement platform and publicly read aloud at City Hall.

It is the responsibility of the bidder to ensure all relevant information is included in its bid. All bidders are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the Negometrix 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. By submitting an offer to this Invitation to Bid, the contractor agrees to be bound by the City's General Terms and Conditions.



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

LEGAL ADVERTISEMENT

ITB2021-137GF

CONSTRUCTION OF PAR 3 GOLF CLUBHOUSE AT SANDHILL CRANE GOLF CLUB

The City of Palm Beach Gardens is seeking offers from qualified contractors who can construct a golf clubhouse for the par 3 golf course at Sandhill Crane Golf Club, in accordance with the terms and specifications in the Invitation to Bid.

The Invitation to Bid will be available on Friday, June 11, 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. Offers must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The City will hold a Pre-Bid Conference and Site Visit on Friday, June 25, 2021, at City Hall, City of Palm Beach Gardens, starting promptly at 10:00 a.m.

The deadline for submission of offers is Friday, July 16, 2021, at 3:00 p.m. local time. At that time, all responses will be downloaded and publicly read aloud at City Hall.

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

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

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

Publish: Palm Beach Post
Friday, June 11, 2021

www.pbgfl.com/purchasing

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 for the construction of a golf clubhouse for the par 3 golf course at Sandhill Crane Golf Club, in accordance with the terms, conditions, and specifications in the Invitation to Bid. The City intends to contract with a suitably qualified and experienced contractor who can provide best-in-industry products and services in a safe and sustainable manner.

ANTICIPATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	June 11, 2021
Pre-Bid Conference and Site Visit	June 25, 2021
Due Date and Time for Bids	July 16, 2021
Evaluation Process Begins	July 2021
Evaluation Process Ends	August 2021
Award of Contract	September/October 2021

COMPLETION TIME:

This is an extremely time-sensitive construction project. Due to certain factors and other projects contemporaneous to the construction of the par 3 golf clubhouse, the City requires that the clubhouse be constructed and available for use no later than 420 days after notice to proceed.

The City will reject bids from vendors who do not commit to the 420 calendar days completion timeline.

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, so that bidders who wish to may ask questions and examine and inspect the site where the golf clubhouse will be constructed.

Date: Friday, June 25, 2021
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, have been completed and accepted by the City.

1.4 OPTIONS TO RENEW:
Intentionally Omitted

1.5 METHOD OF AWARD: LOWEST PRICE

The City will award the contract to the responsive and responsible bidder who submits the lowest price to construct the clubhouse. 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 services to those being 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 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 have 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.
 - k. The bidder commits to completing the project in no longer than 420 calendar days. The City will reject bids from vendors who submit a completion timeline of more than 420 calendar days.
- 1.6 **PRICING SHALL BE FIXED AND FIRM**
The pricing offered 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**
Any manufacturer's name, brand name, and/or model number information contained in this solicitation is being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design, and is not intended to prohibit the offer of another manufacturer's items of equal material and quality.

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

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

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

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

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

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

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

1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the bidder 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 bidder 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, after the Site Visit, please contact the City's representative Angela Brown at 561.804.7010, for an appointment.

1.10 LIQUIDATED DAMAGES

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

As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the contractor under the Agreement, or to invoice the contractor for such damages if the costs incurred exceed the amount due to the contractor. The contractor and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

1.11 INSURANCE

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

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Palm Beach Gardens shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The contractor shall submit a current certificate of insurance, naming the City of Palm Beach Gardens as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The contractor shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Employer's Liability Insurance -
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
- iii. Professional Liability (Errors and Omissions) Insurance - \$1,000,000 with a deductible not to exceed \$50,000 per claim. The certificate of insurance shall reference any applicable deductible.
- iv. Contractor Pollution Liability Insurance - \$1,000,000 per claim.
- v. Comprehensive General Liability Insurance - \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - a. Premises and/or Operations on an occurrence basis.
 - b. Independent contractors.
 - c. Products and/or Completed Operations Liability on an occurrence basis.
 - d. Explosion, Collapse, and Underground Coverages.
 - e. Broad Form Property Damage.
 - f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- vi. Automobile Liability Insurance - for owned, non-owned and hired vehicles - \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- vii. 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. Approved change orders that increase the value of the structure during construction shall be reflected as an endorsement to the policy. Proof of such change shall be submitted to the Project Manager.

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; and
- 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 such 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 Offer 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 offer from that contractor for a 12-month period following such default.

1.13 CERTIFICATIONS: CERTIFIED GENERAL CONTRACTOR

Any Bidder who submits an offer in response to this solicitation shall, at the time of such offer, hold a valid certification as a Certified General Contractor 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 offer; 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 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 Bidder recommended for award submitting all required documentation to complete the award process. Any offer that is not accompanied by the Offer Guaranty/Bid Bond shall be considered unacceptable and/or 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 offer shall be forfeited as liquidated damages because of such failure or default. All bidders shall be entitled to the return of their Offer Guaranty/Bid Bond within 10 calendar days after execution of a contract between the contractor and the City of Palm Beach Gardens.

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. 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 offer the number of calendar days from the date of the Purchase Order or Notice to Proceed, whichever is later, in which it will guarantee to complete the work at 100% and deliver the project to the City. The number of calendar days shall be inclusive of the date of Final Completion; Substantial Completion will be calculated at 30 days less.

The estimated completion date shall not exceed 420 calendar days after 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 disposed of in an appropriate manner. Upon final completion, the contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

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

1.19 WARRANTY REQUIREMENTS

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

1.20 ADDITIONAL FACILITIES OR LOCATIONS

Intentionally Omitted

1.21 HOURLY RATE

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

1.22 RELEASE OF CLAIM REQUIRED

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

identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.23 PRE-CONSTRUCTION CONFERENCE

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

1.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid, the 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 sub-contractors in its bid, the City may allow the bidder to submit this documentation during the evaluation period if such action is in the best interest of the City. The City shall have the right to deny use of a subcontractor(s) with or without cause.

1.25 RECORDS, ACCOUNTS, AND STATEMENTS

The contractor shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon 3 business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine to certify a statement of the contractor's business with the City pursuant to generally accepted auditing standards.

AS-BUILT DOCUMENTS

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

Completion: At the completion of the Work, the contractor shall transfer onto a clean set of drawings all changes marked in color with "AS-BUILTS" stamped on each page, scan all plans in color as one file in PDF format, and then submit electronically to the 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 bidder shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The bidder shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

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

1.27 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

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

1.28 FAILURE TO DELIVER OR COMPLETE WORK

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

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

1.29 PROTECTION

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

1.30 DAMAGE AND INJURY

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

1.31 LEGAL AND PROPER APPLICATION OF PRODUCT

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

1.32 SAFETY AND PROTECTION

The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the 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 for ensuring such safety are the responsibility of the contractor.

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

1.33 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 in the details of the work. The contractor shall proceed with the performance of any changes in the work so ordered by the City, unless the contractor believes that such changes entitle him to a change in the Contract price or time, or both, in which event he shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the contractor shall document the basis for the change in contract price or time within 10 calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

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

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

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

1.35 CHANGE ORDERS

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

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

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

1.36 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 10% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces.

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

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

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

1.37 MINOR CHANGES IN THE WORK

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

1.38 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 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 2 TECHNICAL SPECIFICATIONS AND STATEMENTS OF WORK

2.1 PROJECT LOCATION

The project site is located within the Sandhill Crane Golf Club, 9900 Sandhill Crane Drive, Palm Beach Gardens, Florida. The new par 3 golf clubhouse shall be constructed on vacant lands, owned by the City, that is to the northwest of the existing regulation course clubhouse.

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 a new clubhouse on the par 3 golf course, Sandhill Crane Golf Club, Palm Beach Gardens.

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 Sandhill Crane Golf Club will remain open and operational during the entire period of construction.

2.3 MINIMUM LICENSING AND EXPERIENTIAL QUALIFICATIONS

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.

2.4 CONSTRUCTION SCHEDULE AND PLAN

The bidder shall state in its bid the amount of calendar days it will take to complete the entire project. However, the total construction time shall not exceed 420 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 420 calendar days will be rejected by the City.

2.5 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.

2.6 LETTERS OF REFERENCES

The bidder shall provide letters of references, 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.

2.7 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. These plans and drawings were developed by Ohlson Lavoie Collaborative (OLC), under the City's oversight and instruction. OLC shall be the City's Architect of Record for this project and shall have certain rights and responsibilities in representing the City to the contractor, including the final interpretation of certain design elements and structures.

2.8 WORKMANSHIP AND INSPECTIONS

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

2.9 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, which 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.

2.10 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.

2.11 TIME EXTENSIONS FOR WEATHER

The contract time/project completion time will not be extended due to inclement weather conditions that are normal to the general locality of Work site. The 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.

2.12 WORK AFTER-HOURS, ON WEEKENDS, AND HOLIDAYS

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

2.13 ARCHITECT OF RECORD

The design plans and drawings that are attached to this solicitation were created by Ohlson Lavoie Collaborative, and their sub-consultants. The City hired this Architect to design and create the relevant plans and drawings for this project. OLC shall be the City's representative for the design elements and shall be the Architect of Record for the project.

2.14 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.

2.15 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.

2.16 ACCIDENT PREVENTION AND BARRICADES

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

2.17 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.

2.18 CITY RESPONSIBILITIES

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

SERVICE	CITY CONTRACTOR
Geotechnical Services	GFA International
Landscaping and Irrigation	In-house/Precision Landscaping
Televisions	TBD
Golf Range Tracking System	TopTracer
Site Work	TBD
Bidirectional Amplifier System	NautilusRF
Fire Alarm Monitoring/Inspection Only (Not System Installation)	Group One Safety & Security
Fire Sprinkler Monitoring/Inspection Only (Not System Installation)	ADT
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 Modem	AlertLine Communications, LLC

SECTION 3 PRICING SCHEDULE

3.1 PRICES AND RATES

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

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
- b. Construction Schedule and Plan
- c. Bidders Resources
- d. Letters of References
- e. Bid Bond
- f. Certifications and Licenses
- g. Equal Products Information