



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

PURCHASING DEPARTMENT

## INVITATION TO BID

ITB2024-161PS  
RENOVATION OF BASEBALL FIELD AT LILAC PARK

DUE DATE AND TIME  
FRIDAY, OCTOBER 20, 2023, @ 3:00PM (LOCAL TIME)

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### INSTRUCTIONS

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

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

The deadline for submission of bids is Friday, October 20, 2023, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing).

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

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing). By submitting a bid in response 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

ITB2024-161PS  
RENOVATION OF BASEBALL FIELD AT LILAC PARK

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

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

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

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

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

Publish: Palm Beach Post  
Friday, October 6, 2023

**SECTION 1  
SPECIAL TERMS AND CONDITIONS**

**1.1 PURPOSE**

The purpose of this solicitation is to establish a contract with a qualified and experienced contractor who has the resources and experience to renovate the baseball field at Lilac Park, Palm Beach Gardens, in accordance with the terms, conditions, and specifications in this Invitation to Bid. The City intends to contract with a suitably qualified and experienced contractor who can provide best-in-industry construction work in a safe and sustainable manner.

**ANTICIPATED PROCUREMENT SCHEDULE**

Event	Date
Invitation to Bid Advertised	October 6, 2023
Site Visit	October 13, 2023
Due Date and Time for Bids	October 20, 2023, by 3:00PM
Evaluation Process Begins	Monday October 23, 2023
Evaluation Process Ends	November 2023
Award of Contract	November 2023

**1.2 SITE VISIT**

The City has scheduled a Site Visit on the following date and time, for bidders who wish to ask questions and examine/inspect the baseball field.

Date: Friday October 13, 2023  
Time: 10:00am  
Location: Lilac Park, 4175 Lilac Street, Palm Beach Gardens, FL

Bidders should bring a copy of this solicitation with them to the Site Visit. Bidders will be allowed to ask questions and obtain information on important aspects of this project.

If the Site Visit results in any proposed changes to the solicitation, such changes are not valid until the City issues a written Addendum to formalize those changes, clarifications, or revisions.

The purpose of the 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. Submission of a bid shall constitute an acknowledgement by the bidder that it has thoroughly examined and is familiar with the requirements of this project. The failure or neglect of the bidder to examine the location and the solicitation package, shall in no way relieve the bidder of any obligation with respect to its bid or the requirements of the contract. No claim for additional compensation will be allowed that is based on a lack of knowledge of the requirements of the project or this solicitation.

**1.3 TERM OF CONTRACT: UPON COMPLETION**

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

1.4 OPTIONS TO RENEW:  
Intentionally Omitted

1.5 METHOD OF AWARD: LOWEST PRICE

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

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

- a. Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- b. Be regularly and consistently engaged in providing the same or similar services to those requested in this solicitation.
- c. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- d. Be able to comply with the required or proposed delivery or performance schedule.
- e. Have a satisfactory record of performance. Bidders who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- f. Bidders performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee a future award. The bidder shall perform satisfactorily and professionally on all City work undertaken.
- g. Have a satisfactory record of integrity and business ethics.
- h. Be properly licensed and/or certified by the appropriate regulatory agencies for the work to be performed.
- i. Not had any previous investigations where the contractor was found at fault and penalized; or current investigations where disposition is pending by a regulatory agency.
- j. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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  
Intentionally Omitted

1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

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

For site visitation inspections after the Site Visit, please contact Andrew Keller, Operations Manager, at 561.804.7048 for an appointment.

1.10 LIQUIDATED DAMAGES

Time is of the essence regarding this project and the work contemplated hereunder, and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the agreed completion date. Therefore, failure to timely complete the work shall result in the contractor being subject to liquidated damages, but not as penalty, in the amount of Two Thousand Dollars (\$2,000), for each and every calendar day the work remains incomplete, or the items remain undelivered beyond the contractual completion date. 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, or to invoice the contractor for such damages if the costs incurred exceed the amount due to the contractor.

The contractor and the City agree that the amount for liquidated damages is not punitive and is intended to compensate the City for difficult to quantify losses.

1.11 INSURANCE

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

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the City of Palm Beach Gardens shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein. 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. 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. Broad Form Property Damage.
  - e. Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
  - f. 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.
  - g. Pollution Liability
  - h. X, C, U
- iv. 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.

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 more than \$25,000 per claim.

#### 1.12 CONSTRUCTION AND PERFORMANCE BOND

If the contractor's proposed cost to perform the work is equal to or exceeds \$200,000, then prior to performing any work under this contract, the contractor shall provide the City with a Public Construction and Performance Bond for the work, in compliance with Florida Statutes, and the following requirements:

The contractor shall duly execute and deliver to the City a Public Construction and Performance Bond in an amount equal to one hundred and ten percent (110%) of the estimated total Base 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 bid from that contractor for a 12-month period following such default.

The City's sample bond formats and verbiage can be downloaded at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing).

**1.13 CERTIFICATIONS: GENERAL CONTRACTOR OR EQUIVALENT**

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

**1.14 BID BOND**

Intentionally Omitted

**1.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR PROGRESS PAYMENTS**

The contractor shall submit an invoice to the City requesting periodic progress payments for work that has been completed and has been inspected and accepted by the City. The date of the invoices shall not exceed 30 calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work.

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

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

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

1.16 PERFORMANCE OF WORK

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

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

The bidder shall state in its bid the number of calendar days from the date of the Purchase Order or Notice to Proceed, whichever is later, in which it will guarantee to complete the work at 100% and deliver the project to the City.

The estimated completion date shall not exceed sixty (60) calendar days after the date of the Purchase Order or Notice to Proceed, whichever is later.

1.18 CLEAN UP

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

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 (1) 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 to Chapter 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the contractor within 10 days of receipt of the payment from the City. Except for the first payment, the contractor shall pay all its subcontractors and suppliers who have performed any work or supplied any materials for the work within 10 days after receipt of the payment by the contractor for monies due such subcontractors and suppliers because of a percentage of the work completed. The contractor shall provide the City's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for the work as of that date.

The affidavit or release shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous payments to the contractor. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.23 PRE-CONSTRUCTION CONFERENCE

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

1.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

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

1.25 RECORDS, ACCOUNTS, AND STATEMENTS

The contractor shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon 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.

1.26 COMPLIANCE AND CONDUCT

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

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

**1.27 SUPERIORITY OF OTHER FORMS OR DOCUMENTS**

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

**1.28 FAILURE TO DELIVER OR COMPLETE WORK**

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

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

**1.29 PROTECTION**

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

**1.30 DAMAGE AND INJURY**

The contractor is responsible for any damage caused by the company during the course of performing any work under this contract at any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the City. The contractor shall, at its own expense, replace any materials damaged to an extent that 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 SAFETY REQUIREMENTS**

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

1.32 SAFETY AND PROTECTION

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

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

1.33 PUNCH LIST

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

1.34 CHANGES

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

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

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

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

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

### 1.35 CHANGE ORDERS

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

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

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. All change orders must include a time impact analysis if an extension of time is being requested as part of the subject change order. Failure to provide a time impact analysis at the time a change order is submitted to the City for approval shall constitute an irrevocable waiver by the contractor of any requested extension of time for the subject 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 the final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

#### 1.37 MINOR CHANGES IN THE WORK

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

1.38 PERMITS AND FEES

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

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

1.39 ACCESS AND AUDIT OF RECORDS

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

1.40 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed the City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

1.41 LICENSES, PERMITS AND FEES

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

1.42 FORCE MAJEURE.

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

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

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

1.43 PUBLIC RECORDS.

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: [PSNIDER@PBGFL.COM](mailto:PSNIDER@PBGFL.COM).**

## SECTION 2 STATEMENT OF WORK

### 2.1 LOCATION

The contractor shall renovate the baseball playing field at Lilac Park, located at 4175 Lilac Street, Palm Beach Gardens, FL.

### 2.2 SCOPE OF WORK

This project's work involves, at a minimum, the following requirements:

- A. Removal and disposal of existing turfgrass based on the square footage and area shown in Exhibit A.
  - i. The use of a KORO fraise mower, or equivalent, is required for the removal of the turfgrass.
  - ii. The City will provide the irrigation services for this phase of the work.
- B. Distribute 90/10 rootzone mix evenly on the field using dimensions provided in Exhibits B, C, and D.
  - i. 90/10 rootzone mix, estimated at 500 tons per acre, will be provided by the City.
- C. Roto-till soil to blend 90/10 rootzone mix into existing soil.
  - i. The use of a Rotadairon tiller, or equivalent, to incorporate the soil, is required for this phase of the work.
- D. Laser-grade 90/10 rootzone mix to proper slope and grade.
  - i. A dual-mast laser level kit is required for this phase of the work.
  - ii. The slope shall be 0.5% in the infield crown from the pitcher's mount outwards. The slope in the outfield shall be crowned from the back infield arc and middle of the outfield towards the warning tracks. The City will specify the exact design on the site.
- E. Furnish and install certified Celebration Hybrid Bermudagrass based on the square footage and designs shown in Exhibits B, C, and D.
  - i. The sod vendor must be approved by the City.
  - ii. The use of a KWMI dual track sod laying machine, or equivalent, is required for this phase of the work.
- F. Roll turfgrass to finish.

- G. Laser-grade infield clay and tie into the newly installed certified Celebration Hybrid Bermudagrass turfgrass.
  - i. The City will provide the clay.
- H. Add warning track material to match specifications in Exhibit D, and laser-grade to tie into the certified Celebration Hybrid Bermudagrass turfgrass edges.
  - i. The City will provide the warning track material.
- I. Alternate Option:  
Sprig 2.5 acres of certified Celebration Hybrid Bermudagrass at 1,200 bushels per acre.
  - i. Sod all perimeters and irrigation heads.
  - ii. Linear footage of 1,300 feet.

### SECTION 3 PRICING SCHEDULE

#### 3.1 PRICES AND RATES

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

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

#### 3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

- a. Subcontractor listing/information if the bidder is using a subcontractor.
- b. Copies of certifications/licenses.

#### 3.3 EXHIBITS

The following exhibits are provided for informational purposes only.

- a. Exhibits A - D
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