



OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

DATE: September 7, 2023

FILE: PR-23-222

* Assigned by procurement

TO: George R. Keller, Jr. CPPT
City Manager

VIA: Adam Reichbach
Assistant City Manager for Finance and Administration

DocuSigned by:

Adam Reichbach

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VIA: Gus Zambrano
Assistant City Manager for Sustainable Development

DocuSigned by:

Gus Zambrano

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THRU: Steve Stewart
Director, Procurement and Contract Compliance

DocuSigned by:

stewart@hollywoodfl.org

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This has to go to Commission
for after-the-fact approval.

FROM: Rick Engle
Director, Parks, Recreation & Cultural Arts

DocuSigned by:

RENGLE@HollywoodFL.org

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SUBJECT: Recommendation to Approve three Change Orders to FieldTurf USA, Inc. for Purchase Order PFY-2106373 for Synthetic Turf Field Construction at Dowdy Field. The Total Change Order Amount is an increase of \$15,324.00 and the Total Amount to include the Change Order is 1,316,522.82. The Procurement Method used is Emergency.

ISSUE:

Parks, Recreation & Cultural Arts ("PRCA") is requesting an emergency change order increase to PO # PFY-210373 to Field Turf USA, Inc's ("Field Turf") for an amount up to \$15,324.00 for synthetic turf field construction at Dowdy Field.

On September 7, 2022, the City Commission approved the change order #1 via R-2022-251 in the amount of \$140,000.00 due to industry supply increases.

Since construction has begun on the field, there have been some modifications to the scope of services; one resulted in a credit of \$23,352.00 for not demolishing and pouring a new perimeter concrete curb and utilizing the existing concrete curb, the second in the amount of \$11,220.00 is for the removal of subgrade baseball clay to allow for improved drainage. During the construction of a drainage swale, Field Turf encountered an unforeseen electric line buried at 18" within the swale area. The line should have been

buried at least 36". The cost to reroute the wiring around the newly constructed stormwater drainage basin is \$27,456.00. The net change of all modifications is \$15,324.00 (\$11,220.00 + \$27,456.00 - \$23,352.00).

Section 38.48 of the Procurement Code states that all change orders that the City Manager is not authorized to approve must be formally approved by the City Commission; however, the Director of PCRA recommends that the City Manager approved and authorize this emergency change order so that there are no delays in the project delivery. If we halt the contractor at this time to wait on City Commission approval it could result in additional change orders. Field Turf expects to complete the field construction by the mid-October 2023. PCRA will prepare a Resolution to ratify this emergency change order request at the next available City Commission Meeting.

AUTHORITY:

§ 38.41 COMPETITIVE SOLICITATIONS REQUIRED; EXCEPTIONS

(C)(1) Emergency purchases:

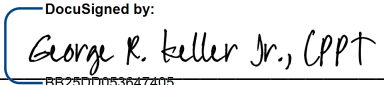
*In urgent cases of compelling emergency that require the immediate purchase of goods, supplies, materials, equipment or services, the CPO is authorized to secure, when possible, emergency goods, supplies, materials, equipment or services by open market procedure. **All such emergency purchases must receive prior administrative approval except for the most urgent situations presenting a clear and present substantial threat to life or property where immediate action is required.***

Pursuant to Section 38.38 of the [Procurement Code](#), the City Manager or designee will have authority to approve and execute contracts up to \$100,000.

Funding has been provided in the fiscal year 2023 budget for Parks, Recreation & Cultural Arts in Account Number Account Number
333.309901.57200.563010.001197.000.000.

RECOMMENDATION:

Authorize the issuance of a change order to FieldTurf, Inc. for synthetic turf field construction at Dowdy Field up to \$15,324.00.

	DocuSigned by:  BB25DD053647405...	9/12/2023
APPROVED BY:	George R. Keller, Jr. CPPT City Manager	Date:

Attachments: Supporting Documentations (i.e., Supplier Quotes, Bids, Emails, etc.)

Approval Notification from CM/ACM
Approved Certificate of Insurance—as applicable

Purchase Order #PFY-2106373

Resolution R-2022-251

Contract Change Order


Date: July 11, 2023

CO#: 2

From: FieldTurf USA, Inc.
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

To: City of Hollywood, Florida
2600 Hollywood Blvd
Hollywood, FL 33020

Project: Hollywood Dowdy Park REPL

Contact: Melissa Fleming

Phone:
Ref: FT Job 88009079 PO PFY-2106373

Email: mfleming@hollywoodfl.org

Added Scope of Work:

Remove demolition and repour of 834 LF at \$28 LF of 6"x12" concrete curb from scope.

DESCRIPTION	QTY	UNIT	UP	PRICE
Deduct Demo & Report Curb	1	LS	\$ (23,352.00)	-\$23,352.00

TOTAL CHANGE ORDER:	-\$23,352.00
ORIGINAL CONTRACT:	\$1,161,198.82
PREVIOUS CHANGE ORDERS:	\$140,000.00
REVISED CONTRACT TOTAL:	\$1,277,846.82

Notes/Exclusions:

- The Contract Time will be increased by 0 days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.
City of Hollywood, Florida

Authorized Representative

Date

July 11, 2023

Authorized Representative

Date

Contract Change Order

Date: August 1, 2023**CO#:** 3

From: FieldTurf USA, Inc.
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

To: City of Hollywood, Florida
2600 Hollywood Blvd
Hollywood, FL 33020

Project: Hollywood Dowdy Park REPL**Contact:** Karl Chuck**Ref:** FT Job 88009079 PO PFY-2106373**Phone:****Email:** KChuck@hollywoodfl.org**Added Scope of Work:**

Remove removal of clay sub grade and disposal.

DESCRIPTION	QTY	UNIT	UP	PRICE
Remove and dispose clay subgrade	1	LS	\$ 10,200.00	\$10,200.00
FieldTurf OH/P	1	LS	\$ 1,020.00	\$1,020.00

TOTAL CHANGE ORDER:	\$11,220.00
ORIGINAL CONTRACT:	\$1,161,198.82
PREVIOUS CHANGE ORDERS:	\$116,648.00
REVISED CONTRACT TOTAL:	\$1,289,066.82

Notes/Exclusions:

- The Contract Time will be increased by 0 days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.**City of Hollywood, Florida**



Darren Gill
Authorized Representative

Authorized Representative

Date August 1, 2023

Date

Contract Change Order



Date: August 8, 2023

CO#: 4

From: FieldTurf USA, Inc.
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

To: City of Hollywood, Florida
2600 Hollywood Blvd
Hollywood, FL 33020

Project: Hollywood Dowdy Park REPL

Contact: Alex Nonamaker

Phone:

Ref: FT Job 88009079 PO PFY-2106373

Email: Anonamaker@hollywoodfl.org

Added Scope of Work:

Re-route of 600 lf electric for field lights that are in conflict with retention area.

DESCRIPTION	QTY	UNIT	UP	PRICE
Re-route electric	1	LS	\$ 24,960.00	\$24,960.00
FieldTurf OH/P	1	LS	\$ 2,496.00	\$2,496.00

TOTAL CHANGE ORDER: **\$27,456.00**

ORIGINAL CONTRACT: **\$1,161,198.82**

PREVIOUS CHANGE ORDERS: **\$127,868.00**

REVISED CONTRACT TOTAL: **\$1,316,522.82**

Notes/Exclusions:

- The Contract Time will be increased by 0 days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.

City of Hollywood, Florida


Darren Gill
Authorized Representative

Authorized Representative

Date August 8, 2023

Date

RESOLUTION NO. R-2022-251

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A CHANGE ORDER TO PURCHASE ORDER PFY-2106373 WITH FIELD TURF USA, INC. FOR DOWDY FIELD GENERAL OBLIGATION BOND ARTIFICIAL TURF PROJECT TO INCREASE THE CONTRACT AMOUNT FROM \$1,161,198.82 TO \$1,301,198.82 IN ACCORDANCE WITH SECTION 38.48(C) OF THE PROCUREMENT CODE (CHANGE ORDERS).

WHEREAS, on August 25, 2021, the City Commission passed and adopted Resolution No. R-2021-207, approving attached Purchase Order PFY-2106373 in the amount of \$1,161,198.82 with Field Turf USA, Inc. for the replacement and installation of artificial turf fields at Dowdy Field; and

WHEREAS, the Director of the Department of Parks, Recreation and Cultural Arts recommends issuing a change order to attached Purchase Order PFY-2106373 to increase the contract amount from \$1,161,198.82 to \$1,301,198.82 because the industry has seen significant price increase in raw materials, freight and other manufacturer's costs; and

WHEREAS, Section 38.48(A) of the Procurement Code defines a change order as changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto; and

WHEREAS, Section 38.48(C) of the Procurement Code states that all change orders that the City Manager is not authorized to approve must be formally approved by the City Commission; and

WHEREAS, funding for this project was included in the amended FY 2022 Capital Improvement Plan, and is available in account number 333.309901.57200.563010.001197.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

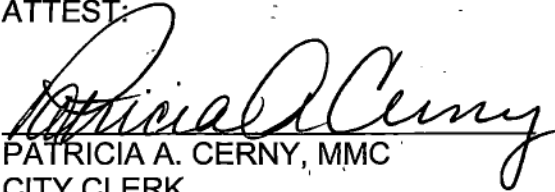
Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached amended Purchase Order PFY-2106373 with Field Turf USA, Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7 day of September, 2022.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.


DOUGLAS R. GONZALES
CITY ATTORNEY

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Purchase Order PFY-2106373 Change Order 2

Order	PFY-2106373
Order Date	09-SEP-2021
Change Order	2
Change Order Date	03-OCT-2022
Revision	2
Ordered	1,301,198.82 USD

Sold To **City of Hollywood, Florida**
 2600 Hollywood Blvd
 HOLLYWOOD, FL 33020Broward

Supplier **FieldTurf USA, Inc**
 175 N Industrial Blvd NE
 Calhoun, GA 30701

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR **City of Hollywood**
Mail To **Accounts Payable, Room 119**
 P.O. Box 229045
 Hollywood, FL 33022-9045

Ship To **1405 S 28 Ave**
 Hollywood, FL 33020

Attention This is confirmation only. Do not duplicate.

Terms and Conditions outlined in Sourcwell Contract #060518-FTU shall supersede Terms and Conditions listed on the City's Purchase Order.

Approved via R-2021-207 on 8/25/2021.

This is a confirmation only. Do not duplicate.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	100435	Net 30	None	Destination
Deliver To Contact		Shipping Method		
Melissa Fleming				
E-mail mfleming@hollywoodfl.org				

File	Signed Reso -2022-251 Field Turf-Dowdy (003).pdf	Signed Reso -2022-251 Field Tu	R-2022- 251
File	Field Turf _1,161,198.82.pdf	Field Turf _1,161,198.82.pdf	Sourcwell contract#060518-FTU

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	<p>Pricing to replace existing synthetic turf field with new synthetic turf and 10 year maintenance plan for all new turf \$533,182.00.</p> <p>Pricing for natural grass field to synthetic turf field \$628,016.81.</p>	1,301,198.82				
Attachments						
Type	File Name or URL	Title	Description			
File	Field Turf _1,161,198.82.pdf	Field Turf _1,161,198.82.pdf	Sourcewell contract#060518-FTU			
Promised					1,301,198.82	

Purchase Order PFY-2106373 Change Order 2

Line	Item	Price	Quantity	UOM	Ordered	Taxable
	6/22/21 Requested 6/22/21					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				Line Total	1,301,198.82	
				Total	1,301,198.82	

Purchase Order PFY-2106373 Change Order 2

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on

Purchase Order PFY-2106373 Change Order 2

official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart

Assistant Director, Financial Services for Procurement