



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
H-32-13**

**DESIGN-BUILD SERVICES FOR NEW BEACH
LIBRARY**

**PRE-PROPOSAL MEETING: APRIL 26, 2013, 10:00 A.M.
CITY COMMISSION CHAMBERS
100 W. ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: MAY 24, 2013, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 12, 2013

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
H-32-13
DESIGN-BUILD SERVICES FOR NEW BEACH LIBRARY

The City is seeking proposals from qualified firms to provide design-build services to the City for construction of a "New Beach Library" located at the intersection of Riverside Drive and N.E. 2nd Street, and to provide site and offsite construction improvement services.

The City will receive sealed proposals until 2:00 p.m. (local), May 24, 2013, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

There will be a pre-proposal meeting to review the City's expectations for the project, the project background and scope, and answer questions from potential proposers on April 26, 2013 beginning at 10:00 a.m. in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060. Attendance at this meeting is not mandatory, but is highly recommended. Any official modification of the RFP will be made via written addendum posted to the City's website. All written questions must be submitted no later than 5:00 p.m., May 3, 2013.

A. Introduction and Purpose

The City of Pompano Beach ("CITY") hereby requests proposals from interested design build contractors who shall be required to provide a turnkey project. The professional design, management and construction services for the project to be undertaken may include, but not be limited to:

- Building (up to 5,400 Sq. Ft. including veranda, modular, CBS, etc.)
 - HVAC
 - Structural
 - Main Floor
 - Veranda
 - Offices
 - Meeting Area
 - Electrical
 - Interior Lighting
 - Exterior Lighting
 - Plumbing
 - Water
 - Sewer
 - Drainage
- Site Development (on and off site)
 - Sidewalks
 - Landscape

- Driveway
- Parking
- Roadways
- Drainage, Water and Sewer connections

The CITY wishes for this project to have a lasting impression and themes should contemplate local history, future transit opportunities, future cultural arts activities in the area, and should integrate the City's vision for the barrier island community. The preliminary budget for the beach library is \$1,500,000.00 including building design and construction activities and site development. The City's budget does not include the furniture, fixtures, and equipment; these purchases are not included in this RFP, and will be the responsibility of Broward County. The successful proposer will have to coordinate building design activities and site development construction with City's designer and various City Departments. The City's designer will provide final design and construction plans for all site development related work only (water and sewer laterals, drainage, paving, sidewalks, landscape, lighting, etc.)

The scope of services for this RFP includes, but is not limited to, the following:

- Prepare preliminary building design and/or design alternative recommendations. This may include various types of modeling, site inspections, surveying, value engineering and field data analysis.
- Preparation of preliminary project schedules and cost estimates.
- Prepare all required construction documents for the building.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County, and City.)
- Provide pre-construction services, construction management/administration and full construction services for the building and site development.
- Provide project close-out services.

B. Intent

The intent of the CITY is to solicit proposals and to issue a contract to an architectural/contractor firm to provide professional design-build services to the CITY for the New Beach Library located near the southeast corner of Riverside Drive and N.E. 2nd Street.

The CITY is seeking proposals that demonstrate creativity addressing neighborhood compatibility, street frontage, pedestrian activity, quality design, and quality materials in construction.

Proposers will clearly demonstrate the experience of their team and their background of developing similar projects.

Proposers will demonstrate creativity in addressing neighborhood compatibility, pedestrian activity, quality design/architecture, and the use of quality materials in construction.

Proposers will present a conceptual design that is financially feasible per the budget parameters outlined in the RFP.

C. Project Site

The project site is located at the S.E. corner of Riverside Drive and N.E. 2nd Street in Pompano Beach, Florida. A site survey is included as an Exhibit to this RFP.

D. Team Experience

The CITY's goal is to hire an experienced and competent firm to complete the project. Proposer must clearly demonstrate the experience of the Team and background to document the capacity to successfully complete the project for the CITY.

E. Financial Capabilities

The CITY's goal is to hire a firm with sufficient financial resources to complete the project without delays. Proposer must provide sufficient information to verify the contractor has the financial capacity to secure bonding adequate to construct the project.

Each Proposal must be accompanied by Proposal security made payable to CITY in an amount of \$50,000.00 in the form of a certified or bank check or a Proposal (Bid) Bond issued by a surety satisfactory to the CITY. The Proposal security of the Successful Proposer will be retained until such Proposer has executed the Agreement and furnished the required contract security (Performance and Payment bonds.) If the Successful Proposer fails to execute and deliver the Agreement and furnish the required contract security within twenty-one (21) calendar days after receipt of the contract documents from the CITY, the CITY may annul the contract award and the Proposal security of that Proposer will be forfeited.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

F. Project Design/Development Concept/Delivery

1. The CITY's desire is to make the new beach library building (up to 5,400 sq. ft. including veranda) a compatible site with the proposed Pier Development site and an attraction for locals and tourists alike. The style of the building should be in the Florida Vernacular Architectural Style.
2. Incorporate a greenway along N.E. 2nd Street that provides a pedestrian connection to the Pier Development site and Beachfront Park on the East and the North Riverside Park along the Intracoastal Waterway on the west.
3. Redesign and enhance the existing park on the site to incorporate landscape elements that create a pleasant environment for the library patrons to use as outdoor sitting and reading areas.

4. The placement of the building should be such that it creates a frontage along North Riverside Drive and N.E. 2nd Street, thereby taking advantage of the views of the Intracoastal Waterway. Architectural elements, such as a veranda, should be integrated in the building to provide additional reading areas and should wrap around the building to front the park and greenway.
5. Incorporate plans for programming Library/Cultural Center uses currently being carried out at the existing beach library located on Pompano Beach Boulevard and N.E. 2nd Street. This item may require direct coordination with Broward County Public Library personnel.
6. The project must meet all applicable Florida Building Codes (latest edition), and meet all applicable South Florida wind loads (150 MPH, minimum.)
7. The project must meet all applicable Development Review Committee (DRC), Planning and Zoning (P&Z), and Architectural Advisory Committee (AAC) requirements as well as City's Engineering, Building, Fire, Police, etc., requirements.
8. This is an extremely time sensitive project (fast-track). The firm must be able to deliver the building and site no later than May 31, 2014. The City will impose liquidated damages of up to \$1,000.00 per day for failure to deliver on time, except when delays are not directly caused by the firm's negligence or lack of planning. The project must adhere to the schedule included with the RFP as an Exhibit.
9. Project design shall include at a minimum a sufficient number of Leadership in Energy and Environmental Design (LEED) elements to ensure LEED certification. The applicant is encouraged to propose a design that includes such elements as solar powered panels to reduce dependency on electricity, recyclable products, etc.

G. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

H. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://mypompanobeach.org/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

I. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and twelve (12) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Table of Contents:

Include a clear identification of the material by section and by page.

TAB #1) Letter of Transmittal

A general introduction statement identifying the party responding to this RFP and its commitment to the project and signed by an authorized representative who is able to contractually bind the Proposer. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

TAB # 2) Firm Information and Qualifications

Firm Information: Include firm name, address, telephone and fax numbers; ownership/organizational structure; parent company (if applicable); officers and principals.

Description of key personnel, including: Principal(s) in charge; Project Manager or Designer in Charge designated; and all other key personnel or sub consultants/subcontractors who will be assigned to the project. Provide an organizational chart identifying all key personnel who will be participating in the project.

Experience of Proposer relevant to this proposal and of similar projects that have been completed by the primary firm. Describe the full development team that completed the projects and include the date, location and project budget. Proposer must have a minimum of five (5) years of experience in similar development and have successfully completed a minimum of two design-build projects similar in scope to the CITY's project. Provide pictures and details on the projects; describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

Litigation History: List any claims (lawsuits, administrative hearings, arbitrations) filed or resolved against any firm included in the proposed team, or claims filed by a firm included in the proposed team against a project owner, in the past five (5) years.

References: Provide a minimum of three (3) verifiable references.

Information on all members of the team that are Minority Business Enterprises. It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions. For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for their participation to be scored under the appropriate Evaluation Criteria item.

TAB # 3) Project Design/Development Concept

A general overview of the proposed project, including but not limited to: Proposer's analysis of the project; proposed conceptual plan; a description of the proposed project including unique features and opportunities; describe any impact of and compatibility with adjacent properties.

Using the information included as Exhibits to this RFP (survey, aerial photograph, renderings, photographs, etc.) prepare a conceptual design based on your vision for the site to move to construction documents. The (building) conceptual design and estimated costs are important elements in the evaluation of this RFP. The proposers must demonstrate they have provided a design concept that is both appropriate and constructible. The proposed conceptual project design should also consider costs, permit requirements, materials, maintenance, longevity, etc.

The Proposer must submit one (1) illustrative site plan on a foam board measuring 24" x 36" of the proposed building site at an appropriate or measurable scale. The site plan should include, as a minimum, the location of proposed veranda and park-like elements and the public streets surrounding the site and incorporate enough of the proposed master plan created by Staff (included as an Exhibit to this RFP). Parking, sidewalks, and major landscaping features should be illustrated. In addition, the Proposer should reduce the site plan to a format measuring 8 ½" x 11" or 11" x 17" for ease of review and include the site plan in each proposal set (one original and twelve copies.)

The Proposer must submit a proposed construction schedule showing all appropriate milestones including Site Plan Approval, 30%, 60%, 90% and 100% design, permitting, construction and completion date. Assume start date July 1, 2013. Project to be complete by May 31, 2014.

TAB # 4) Fiscal Impact

The Proposer must submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, as a minimum architectural and engineering costs, marketing costs, cost of construction, and any other significant costs.

Each Proposal must be accompanied by Proposal security made payable to CITY in an amount of \$50,000.00 in the form of a certified or bank check or a Proposal (Bid) Bond issued by a surety satisfactory to the CITY.

TAB # 5) Additional Considerations

Identify any additional or unique resources, options, capabilities or assets which the Proposer would bring to this project.

TAB # 6) City Forms

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

Completed Small Business Enterprise program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

Completed Local Business program forms, Exhibits E-H, if applicable.

Complete Exhibit I and attach certificates for all team members that are Minority Business Enterprises.

J. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE			
* Policy to be written on a claims incurred basis			
XX comprehensive form			
XX premises - operations	bodily injury		
XX explosion & collapse hazard	property damage		
___ underground hazard			
___ products/completed operations hazard	bodily injury and property damage		
XX contractual insurance	combined		
XX broad form property damage			
XX independent contractors			
XX personal injury	personal injury		

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

	bodily injury (each person)		
	bodily injury (each accident)		
XX comprehensive form	property damage		
XX owned	bodily injury and property damage		
XX hired	combined		
XX non-owned			

REAL & PERSONAL PROPERTY

___ comprehensive form	Organization must show proof they have this coverage.		
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EXCESS LIABILITY

XX umbrella form	bodily injury and property damage		
___ other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX PROFESSIONAL LIABILITY		\$2,000,000.	\$2,000,000.
* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

K. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Prior experience with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects	0-20
2.	Qualifications of personnel including proposed subconsultants: a. Number of technical staff b. Qualifications of technical staff (1) Number of licensed staff (2) Education of staff (include credentials) (3) Experience of staff, specifically the project manager	0-15
3.	Technical approach to perform the tasks described in the Scope of Services: a. Level of effort b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-10
4.	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include subconsultants/subcontractors)	0-5
5.	Proposed conceptual design project. Project adheres to guidelines, scope and projected costs. Design incorporates creative elements that blend with the other buildings in the area. Design takes into consideration the historical nature of the neighborhood. Pedestrian connectivity, artistic programming, etc., as outlined in Section II are being contemplated and integrated.	0-50
	Total	0-100

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

L. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

M. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

N. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

O. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

P. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

Q. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

R. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

S. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

T. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

U. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

V. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

W. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

X. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

Y. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

Z. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 5:00 p.m., May 3, 2013. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

AA. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP H-32-13, DESIGN-BUILD SERVICES FOR NEW BEACH LIBRARY

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Authorized Signature Print Name and Title: _____

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

RFP Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFP Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RFP # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RFP Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

RFP H-32-13
DESIGN-BUILD SERVICES FOR NEW BEACH LIBRARY
PROJECT-SPECIFIC EXHIBITS

1. Proposed Schedule (highlighted items pertain to the building itself, while all other items relate to the site)
2. Preliminary Site Plan (prepared by staff, illustrates likely position of library, driveway, and surrounding items)
3. Rendering 1 (prepared by staff, illustrates one possible exterior view, western exposure)
4. Rendering 2 (prepared by staff, illustrates one possible exterior view, eastern exposure)
5. Aerial 1 (aerial photograph showing the area before the construction of Lift Station 21)
6. Aerial 2 (aerial photograph of the area; the roof of Lift Station 21 is visible)
7. Aerial 3 (aerial photograph showing Lift Station 21 and surrounding area, wider view)
8. Survey 1 (survey prepared before Lift Station 21 was constructed)
9. Survey 2 (survey showing elevations of Lift Station and surrounding property)
10. Survey 3 (survey showing existing utilities in the area)

PROPOSED SCHEDULE

Date	Task	Contact Person
4/5/2013	Plat Note Amendment Start	Consultant/Planning and Zoning
4/12/2013	Building Design Publish RFP	Purchasing/CRA
4/15/2013	Parking Lot Design Start	Consultant/CRA
5/15/2013	Interlocal Agreement with Broward County Start	City Manager/CRA
5/15/2013	Stormwater License Start	Consultant/CRA
5/24/2013	Building Design Close RFP	Purchasing/CRA
5/28/2013	Parking Lot Design Submit DRC	Consultant/CRA
6/7/2013	Building Design Review RFP Results	Purchasing/CRA
6/19/2013	Parking Lot Design DRC Meeting	Consultant/CRA
6/25/2013	Building Design City Commission Approval	Purchasing/CRA
7/1/2013	Parking Lot Design Submit P&Z	Planning and Zoning
7/13/2013	Plat Note Amendment Finish	Consultant/Planning and Zoning
7/23/2013	Building Design Contract Award	Purchasing/CRA
7/24/2013	Parking Lot Design Meet P&Z	Planning and Zoning
8/20/2013	Parking Lot Design Submit AAC	Consultant/CRA
9/10/2013	Building Design Submit DRC	Architect/HD
9/12/2013	Parking Lot Design Meet AAC	Consultant/CRA
9/16/2013	Parking Lot Design Permit Start	Consultant/CRA/Building
9/30/2013	Interlocal agreement with Broward County Complete	City Manager/CRA
10/1/2013	Building Design Submit P&Z	Planning and Zoning/CRA
10/2/2013	Building Design Meet DRC	Planning and Zoning/CRA
10/7/2013	Building Design Submit Building Permit	Consultant/CRA/Building
10/22/2013	Building Design Submit AAC	Planning and Zoning/CRA
11/14/2013	Building Design Meet AAC	Planning and Zoning/CRA
11/22/2013	Parking Lot Design Finish Permit	Consultant/CRA
11/30/2013	Stormwater License Complete	Consultant/CRA
12/1/2013	Parking Lot Construction- Begin Construction	Consultant/CRA
12/1/2013	Building Design Approve Building Permit	Consultant/CRA/Building
12/1/2014	Building Construction Begin	Contractor/CRA
3/30/2014	Parking Lot Construction-Finish Construction	Contractor/CRA
4/1/2014	Broward County Library FFE Start	Broward County
5/31/2014	Building Construction Finish/ Outside Agency Agreement FFE Complete	Broward County/City



NE 3RD STREET

NE 2ND STREET

NE 2ND STREET

NE 1ST STREET

N RIVERSIDE DRIVE

N OCEAN BOULEVARD

N POMPANO BOULEVARD

New Park
(27,000 sf)

New Library
(1,000 sf)

Existing Wells Fargo Bank

Existing Lift Station

Existing Fire Station

Civic Program
(8,000 sf)

Proposed Future Program

Proposed Future Parking Deck

Proposed Hotel

Proposed Tourist Center

Proposed Market

Proposed Restaurant

Proposed Restaurant

Proposed Restaurant

Proposed Restaurant

Proposed New Library Building



View Of New Library Building and Park along Riverside and NE 2nd Street

Proposed New Library Building



View of Greenway along NE 2nd Street

AERIAL 1



Google earth





[Click Here to Return to](#)

[Click here to see inst](#)



Layers

- Highways
- Major Roads
- Town-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- Census Tracts
- [City Zoning Codes](#)
- Comm Appraisal Districts
- [Resid Appraisal Districts](#)
- Subdiv. Number
- Subdiv. Name
- No Sales
- Streets
- Parcels
- Aerials (2013)
- County Boundary

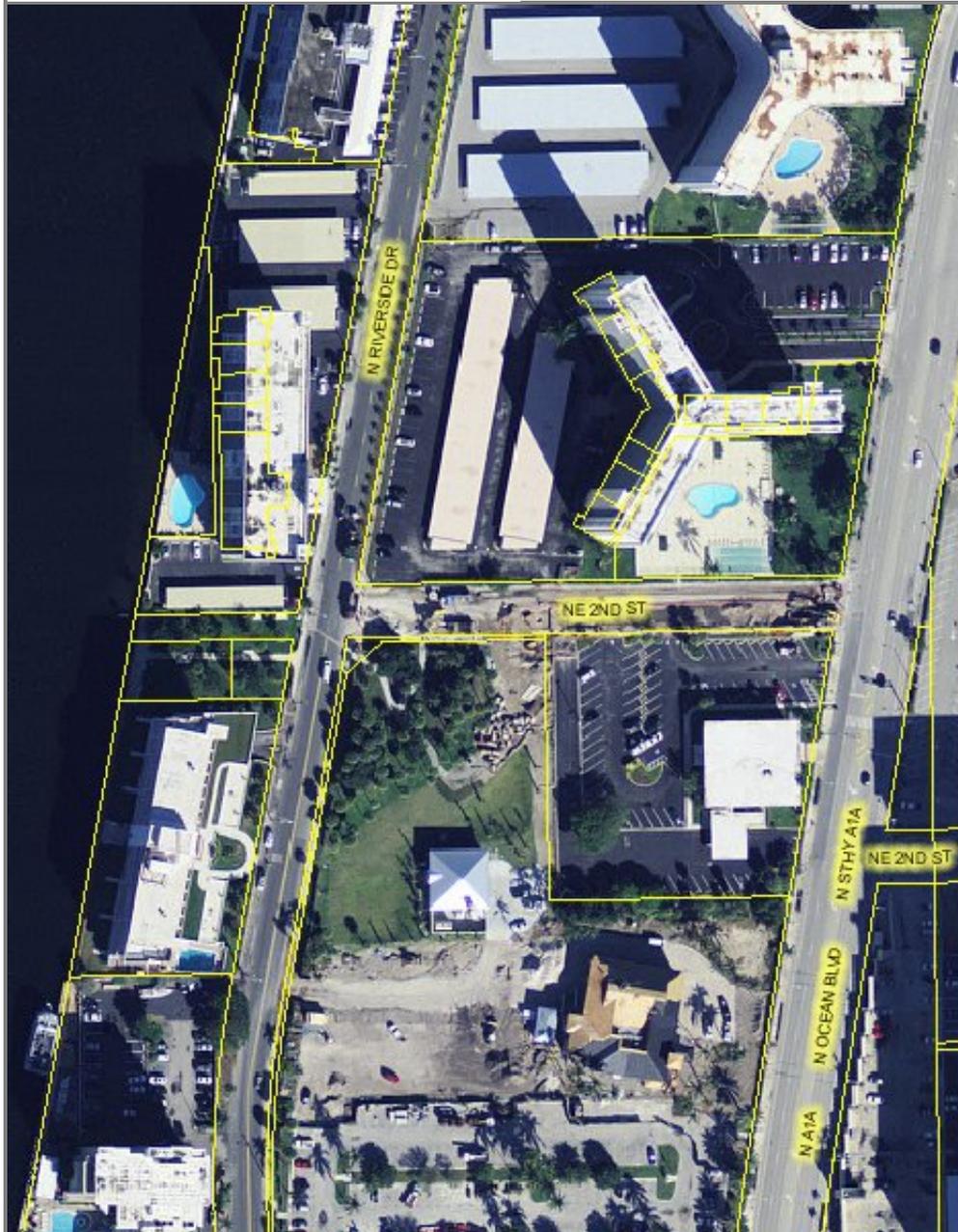


SELECTED PROPERTY-FOLIO: [None]

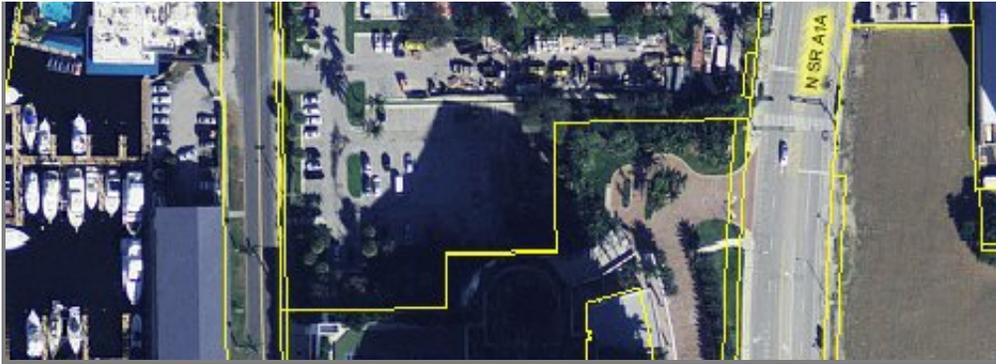
[2013 AERIALS](#)

Source: Broward County Property Appraiser





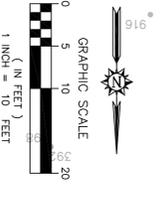
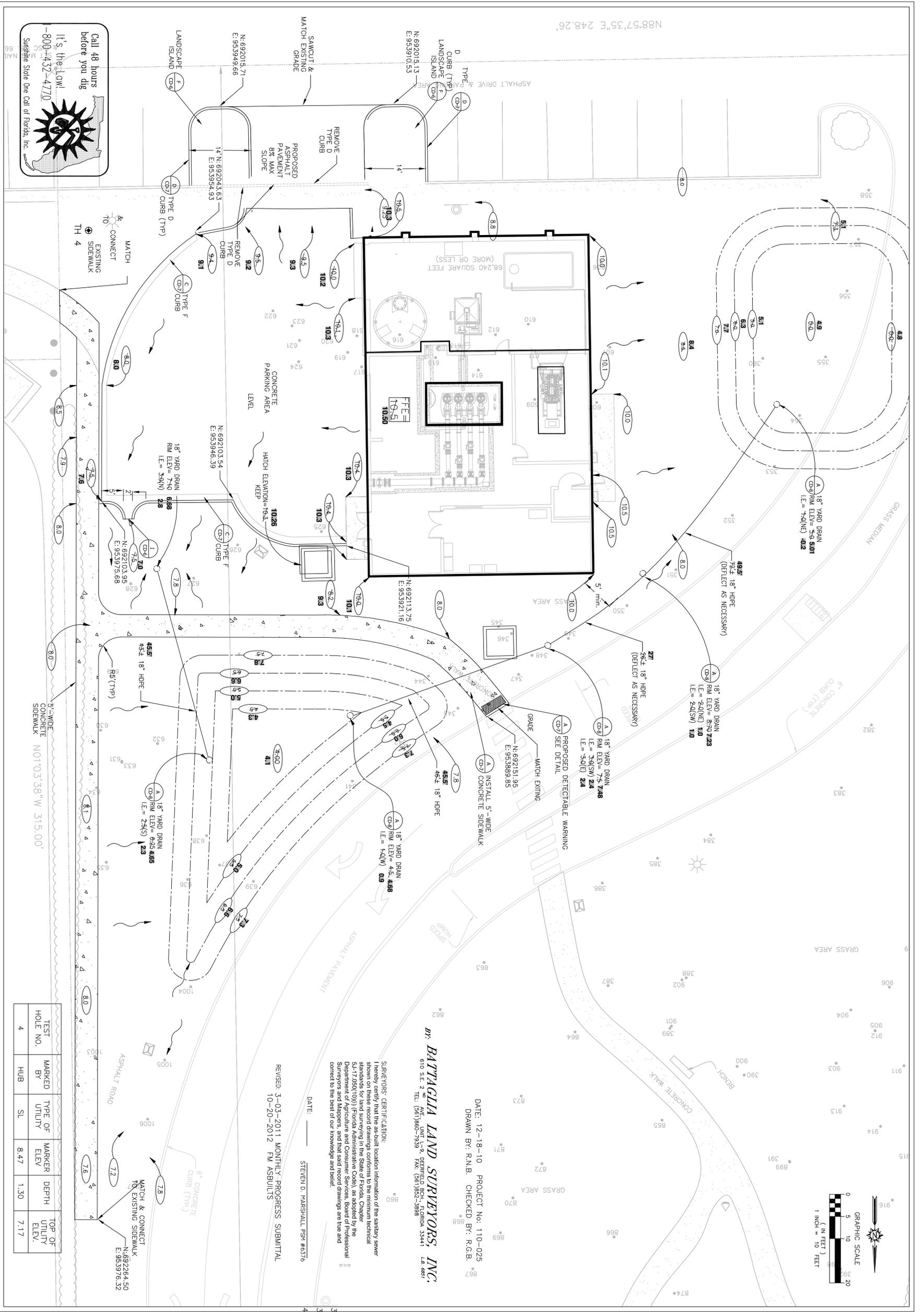
- Streets
- Parcels
- Aerials (2013)
- County Boundary



Map

0  77 ft

Created on 4/5/2013 3:28:30 PM using ArcIMS 4.0.1. Source: Broward County Property Appraiser



BY: **BATTAGLIA LAND SURVEYORS, INC.**
 610 S.E. 2ND TEL: (561) 968-7939 FAX: (561) 962-5898
 N. 692151.95 E. 953899.85
 N. 692113.75 E. 953921.16
 N. 692103.54 E. 953946.39
 N. 692015.13 E. 953910.53
 N. 692015.71 E. 953949.66
 N. 692043.63 E. 953944.93
 N. 692103.95 E. 953975.68
 N. 692103.54 E. 953946.39
 N. 692264.50 E. 953976.32

DATE: 12-18-10 PROJECT No: 110-025
 DRAWN BY: R.N.B. CHECKED BY: R.G.B.
 SUPERVISOR'S CERTIFICATION:
 I hereby certify that the as-built location information of the sanitary sewer shown on these record drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 54-17.050(10) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mapmakers, and that said record drawings are true and correct to the best of our knowledge and belief.
 DATE: _____ STEVEN D. MARSHALL PS# #6376
 REWSED: 3-03-2011 MONTHLY PROGRESS SUBMITTAL
 10-20-2012 FM ASBUILTS

TEST HOLE NO.	MARKED BY	TYPE OF UTILITY	MARKER ELEV	DEPTH	TOP OF UTILITY ELEV.
4	HUB	SL	8.47	1.30	7.17

Call 48 hours before you dig
 It's the law!
 -800-432-4710
 Sunshine State One Call of Florida, Inc.

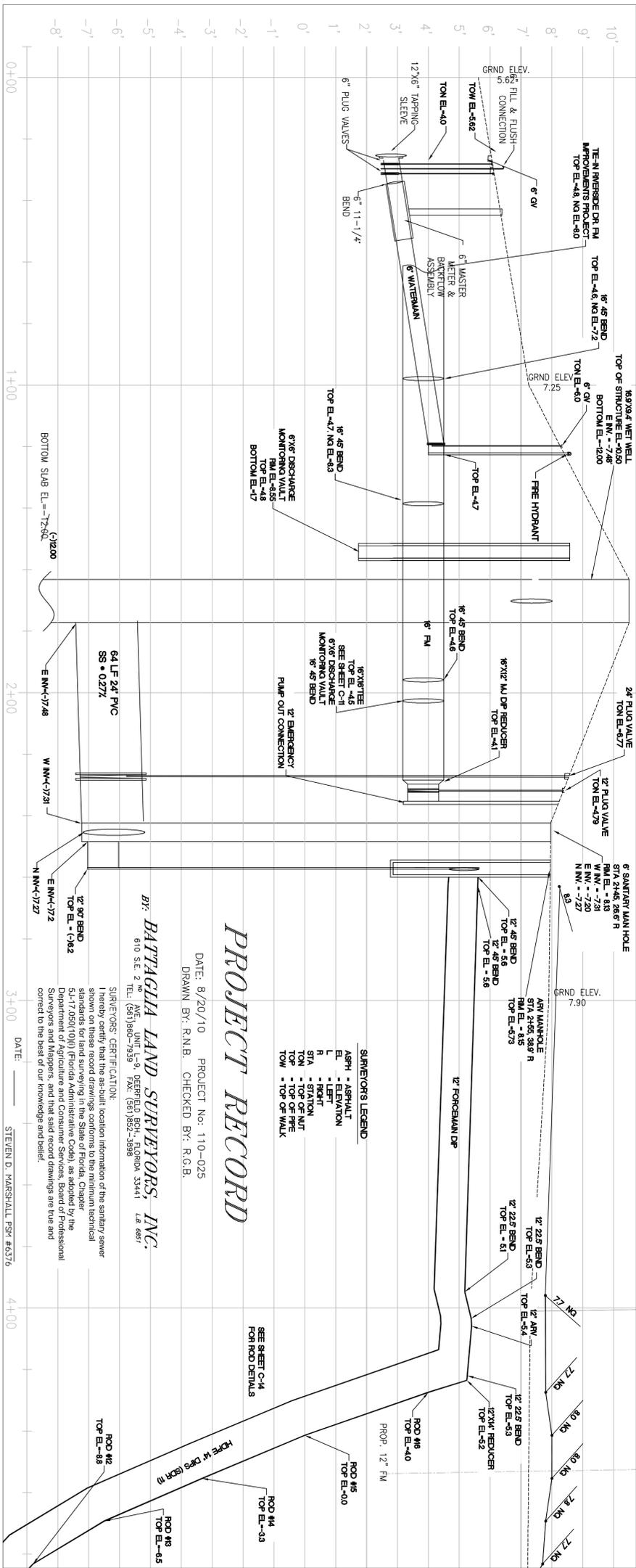
CHEN AND ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 500 WEST CYPRESS CREEK ROAD - SUITE 410
 FORT LAUDERDALE, FLORIDA 33309
 PHONE: (954)730-0707 FAX: (954)730-2030
 STATE OF FLORIDA ENGINEERING BUSINESS LICENSE NO.4593

DRAWING BY: OA
 CHECKED BY: PM
 PRINT DATE: 3/6/11
 ENGINEER: PETER MOORE, P.E.
 FLORIDA REGISTRATION NO.: 58709
 DATE :

CITY OF POMPANO BEACH
 LIFT STATION No. 21 DESIGN AND RELOCATION
 PROPOSED PAVING, GRADING AND DRAINAGE
 DRAWING C-7

SHEET NO. 11
 OF 92 SHEETS
 POMPANO BEACH
 PROJECT # 05-914

NO MATCHLINE (PROJECT LIMITS)



MATCHLINE (SEE DRAWING C-14)

PROJECT RECORD

DATE: 8/20/10 PROJECT NO: 110-025
 DRAWN BY: R.N.B. CHECKED BY: R.G.B.

BY: **BATTAGLIA LAND SURVEYORS, INC.**
 610 S.E. 2ND AVE. UNIT 1-3 DEERFIELD BCH, FLORIDA 33441 LA 6697
 TEL: (561)960-7939 FAX: (561)952-3899

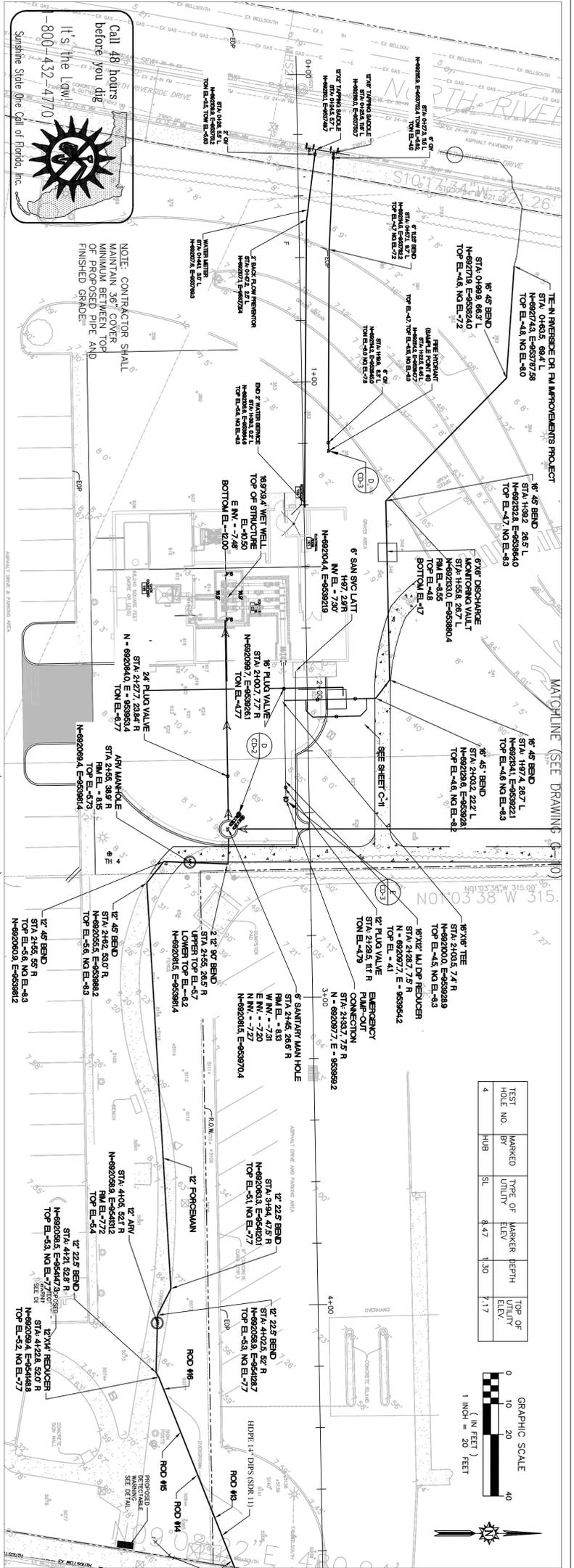
SURVEYORS' CERTIFICATION:
 I hereby certify that the as-built location information of the sanitary sewer shown on these record drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 54-17 (0501(10)) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said record drawings are true and correct to the best of our knowledge and belief.

SURVEYOR'S LEGEND

ASPH - ASPHALT	EL - ELEVATION
L - LEFT	RIGHT
STA - STATION	TOP - TOP OF PIPE
TOW - TOP OF WALK	

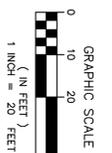
DATE: _____ STEVEN D. MARSHALL PSY #6376

NO MATCHLINE (PROJECT LIMITS)



MATCHLINE (SEE DRAWING C-14)

TEST HOLE NO.	MARKED BY	TYPE OF UTILITY	MARKER DEPTH	TOP OF UTILITY ELEV.
4	HUB	SL	4.47	1.30
			4.77	1.17



Call 48 hours before you dig. It's the LOW. 800-432-4770. Sunshine State One Call of Florida, Inc.

NOTE: CONTRACTOR SHALL MAINTAIN 36\"/>

11/10/10 REVISIONS
 WET WELL INVERT
 PROPOSED INDELM
 PROP SS PLUG VALVE

CITY OF POMPANO BEACH LIFT STATION No. 21 DESIGN AND RELOCATION	.\pompano logo bw.jpg	DRAWING BY: OA CHECKED BY: PM PRINT DATE: CONSTRUCTION 6/11/10	CHEN AND ASSOCIATES CIVIL AND ENVIRONMENTAL ENGINEERS 500 WEST CYPRESS CREEK ROAD - SUITE 410 FORT LAUDERDALE, FLORIDA 33309 PHONE: (954)730-0707 FAX: (954)730-2030 STATE OF FLORIDA ENGINEERING BUSINESS LICENSE NO.4593
PROPOSED PIPING PLAN AND PROFILE DRAWING C-13		ENGINEER: PETER MOORE, P.E. FLORIDA REGISTRATION NO.: 58709 DATE:	
SHEET NO. 17 OF 92 SHEETS POMPANO BEACH PROJECT # 05-914			