



Florida's Warmest Welcome

DESIGN/BUILD REQUEST FOR
PROPOSALS
T-16-14 (STEP 2)

DESIGN-BUILD SERVICES FOR CONSTRUCTION OF
BEACH PARKING GARAGE

MANDATORY PRE-PROPOSAL MEETING: MARCH 20, 2014, 10:00 A.M.
CITY COMMISSION CHAMBERS CONFERENCE ROOM
100 WEST ATLANTIC BOULEVARD
POMPAÑO BEACH, FLORIDA, 33060

RFP OPENING: APRIL 22, 2014, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPAÑO BEACH, FLORIDA 33060

March 4, 2014

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

T-16-14

Pursuant to Florida Statutes, Chapter 287.055(2)(g) (Consultants Competitive Negotiations Act), the City of Pompano Beach, Florida invites short listed proposers from the Step 1 process to submit Technical and Price Proposals for:

DESIGN-BUILD SERVICES FOR CONSTRUCTION OF
BEACH PARKING GARAGE

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 Parking Garage located near the southeast corner of A1A and N.E. 3rd Street. The City is seeking proposals that demonstrate creativity addressing neighborhood compatibility, street frontage, pedestrian activity, quality design, and quality materials in construction.

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 parking garage is \$10,000,000.00 including design and construction activities and site development. The successful proposer will have to coordinate design activities and site development construction with CRA and City Staff representing various City Departments.

For the purpose of this document, the term "Proposer" means the prime Consultant acting for itself and those individuals, partnerships, firms or corporations comprising the Proposer's team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

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.

The City is using a Two Step competitive process for the selection of the successful D/B firm. Under the previous Step 1, the City selected a short list of D/B teams that are deemed the best qualified to continue in competition for this project.

This Request for Proposal represents Step 2 of the process where the shortlisted proposers will compete. This Step 2 RFP submittal will include a Technical Proposal demonstrating the approach to the project and a Price Proposal for the total cost of project development.

The City's Selection/Evaluation Committee will conduct an evaluation and recommendation process to evaluate the submittals of the pre-qualified D/B firms. Presentations from the short-listed teams will also be scheduled if deemed necessary to assist in the evaluation of proposals. The highest ranked Proposer from the Step 2 process will enter into negotiations for the final terms of the contract. If Contract Negotiations cannot be completed with the highest ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

The City of Pompano Beach reserves the right to accept or reject any or all proposals received and reserves the right to make any award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of The City of Pompano Beach's official file, and will be a matter of public record.

Preliminary site plans and building floor plans are provided within this package. The designs presented in these plans have been developed in association with the City and represent the desired elements of space allocation and configuration. D/B teams are encouraged to utilize their design capabilities to deliver unique approaches to the project. However, the proposal must meet certain requirements for space, adjacencies, parking, and other operational requirements of the owner. All Step 2 documents will be posted for download from the City of Pompano Beach website www.pompanobeachfl.gov for use by the proposers.

The Consultant will be required to ensure that each individual, partnership, firm or corporation that is part of the Proposer's team, by subcontract, will be subject to, and comply with, the contractual requirements.

Proposers should become familiar, review, understand and incorporate Atlantic Boulevard Overlay District (AOD) guidelines and requirements pertaining to garages as deemed necessary. For details related to AOD requirements, the Proposer should contact the Development Services Department.

The basic form of Agreement shall be the City Standard Agreement between Owner and D/B Contractor available from the City for review.

MANDATORY PRE-PROPOSAL MEETING

The City of Pompano Beach will convene a meeting of recipients of this Request for Proposal (RFP) on March 20, 2014, beginning at 10:00 a.m. The meeting will be held at:

City Commission Chambers (Conference Room)
100 West Atlantic Boulevard
Pompano Beach, Florida, 33060

ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a proposer to attend or be represented at this pre-proposal meeting may disqualify their proposal package at the sole discretion of the City.

The purpose of this meeting is to provide an open forum for The City of Pompano Beach to review the Scope of Services and respond to questions from the RFP recipients on, Scope of Service, RFP requirements, contractual requirements, methods of compensation and other appropriate attachments to the RFP.

Introduction and Purpose

The City of Pompano Beach (City) hereby requests proposals from interested D/B 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:

Parking Garage (55 Feet High, max.) (not less than 500 parking spaces). In addition, it is highly desirable to include 10,000 sq. ft. of retail space ("cold box", fronting Pier Street) and between 2,500 to 10,000 sq. ft. of city space, fronting A1A and/or NE 3rd Street and/or Pier Street. These items shall be liners to the garage structure.

- Structural
 - A "Green" roof is desirable, but not mandatory and should be priced as an "add alternate."
 - Precast concrete garage structure is desirable particularly if the system provides a cost savings. Other alternate methods will be entertained as well based on merit, reliability, ease of maintenance, etc.
- Electrical
 - Interior Lighting
 - Exterior Lighting
- Plumbing
 - Water
 - Sewer
 - Drainage
- The maximum allowable footprint for the garage shall be determined by the design team based on sketches provided by the City. Per City's initial analysis, the garage's footprint including any liners should occupy no more than ±55500 sq. ft. The limits of the garage will be defined in an attached exhibit or digital file.
- Waterproofing guarantee shall be as follows:
 - The structure shall be leak free for a period of at least 5 years
 - Any developing leak shall be fixed by the D/B for free of charge for 5 years from date of Certificate of Occupancy
 - The fifth level of the garage does not contain a roof above the parking
- Price shall include a payment and performance bond
- Price shall include permit fees and other governmental fees
- Price shall include all testing and threshold engineering

Governing Authority: The D/B shall be is responsible for determining which governmental authorities preside over this project including applicable State, County, City agencies, etc.

- Site Development Garage Perimeter

- Sidewalks
- Landscape
- Driveway
- Parking
- Site Lighting
- Bicycle racks
- Roadways
- Drainage, Water and Sewer connections
- A compacted building pad should be listed as an add-alternate

Pier Street

- The design and construction of Pier Street shall be listed in the Proposal as an “add alternate.”
- Pier Street’s design should follow the preliminary design provided herein and created by the Pier Developer and its landscape architect, EDSA.
- All driveways connecting to surface parking lots and to the garage should be included.
- Surface lots as described in the attached exhibit shall be included
- Site development within the right of way of Pier Street and city surface parking lots

1. Scope Of Services

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

- Prepare preliminary parking garage design and/or design alternative recommendations. This may include various types of modeling, site inspections, surveying, value engineering and field data analysis.
- Attend meetings, make presentations to, and interact with various Advisory Committee, concerned citizens, CRA Board/City Commission, CRA Staff, City Staff, etc.
- Preparation of preliminary project schedules and cost estimates.
- Prepare all required construction documents for the parking garage.
- 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 parking garage and site development.
- Provide project closeout services.

The following are intended to set minimum requirements for various design aspects of the project:

2. Task and Deliverables

A. Project Site

The project site is located at the S.E. corner of A1A and N.E. 3rd Street in Pompano Beach, Florida. A site survey is included as an Exhibit to this RFP.

B. 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.

C. 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.

D. Project Design/Development Concept/Delivery

1. The City's desire is to make the new parking garage parking garage a minimum of 500 parking spaces, a compatible site with the proposed Pier Development, and an attraction for locals and tourists alike. The style of the parking garage should be in accordance with the Atlantic Overlay District Design Guidelines. Each floor of the garage should contain at least one electric charging station for an electric vehicle or motorcycle.

2. The placement of the parking garage should be such that it creates a frontage along Pier Street, A1A and N.E. 3rd Street. Architectural elements should wrap around the parking garage to front the streets. The design process should investigate the ability to line the garage with additional useable space for retail if feasible from a dimensional point of view. If additional retail space can be used as a line in as a means of providing a one level liner, then the cost should be presented as an "add alternate."

3. The project must meet all applicable Florida Parking garage Codes (latest edition), and meet all (current) applicable South Florida wind loads (150 MPH, minimum).

4. 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, City's Development Services (Planning and Zoning, Building Department), Fire, Police, etc., requirements.

5. This is a time sensitive project (fast track). It is highly desirable to have a Garage Grand Opening no later than November 14, 2015. This item will be important in the evaluation of the RFP. The City plans to impose liquidated damages of up to \$500.00 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.

E. Design Objectives:

The proposed garage will be a multi-level parking structure. The first floor of the garage will be designed to accommodate any required mechanical, electrical, fire protection, or elevator equipment rooms. The size of the parking garage is governed by the design criteria, but the D/B Firm will determine the particular detail of the layout of the garage and other infrastructure design, subject to the review and approval of the City.

The number of total parking spaces will depend on the respective design. The design should maximize the car capacity within the given parameters but not less than 500 spaces should be provided. Staff believes this number of parking spaces may be exceeded with an adequate design. In addition, it is highly desirable to include 10,000 sq. ft. of retail space ("cold box", preferably fronting Pier Street) and up to 2,500 to 10,000 sq. ft. of city space, if possible depending upon design site constraints (may front A1A and/or NE 3rd Street). These items should be liners to the garage structure not located within the garage but outside the exterior of the garage. Public bathrooms should be constructed in the City space (liner), if possible.

Studies, investigations, designs and calculations shall be performed by responsible design professionals to design a complete parking garage facility that meets the operational expectations of the various parties involved in the garage. The responsible design professionals of the successful Design-Build Firm will be required to certify, sign, and seal their respective drawings and specifications.

The D/B firm shall incorporate the following concepts in the design of the facility:

- The elevations of the structure should be compatible with the architectural intent of the Pier Development. This will require interaction with private developers, City's consultants, CRA personnel, City Staff, etc.
- The parking structure shall be designed with high quality, long-term durability, and low maintenance components.
- Patron security is an important consideration and an efficient lighting system is essential. The design shall meet minimum accepted Crime Prevention through Environmental Design (CPTED) guidelines.
- Emergency lighting shall be furnished in the appropriate areas.
- Traffic flow patterns throughout the proposed structure must be thoroughly investigated. However, Staff opinion is that the main access point should be located on N.E. 3rd Street, just east of the corner of A1A. An ingress-egress access point should be located along the eastern driveway (see sketches provided). A driveway for deliveries as well as access to the garage by patrons should be allowed between the garage and the commercial parcels

on the Pier Development labeled R1 and R2. If an extra parking bay or speed ramp can be achieved on higher floors by utilizing this area, then designer should consider the merits of expanding the design. (see sketches provided). A driveway for deliveries as well as access to the garage by patrons should be allowed between the garage and the commercial parcels on the Pier Development labeled R1 and R2.

- The ground floor of the garage will be utilized to provide at least one hundred (100) valet parking spaces, which the City Parking Enterprise Fund will operate. The valet spaces are part of the minimum of 500 parking spaces and are utilized for the most part for dinner guests of the restaurants from 5 PM to midnight.
- Appropriate signage and graphics shall be provided to clearly define access and egress, emergency and safety information, and any other information necessary for the proper and safe operation of the garage.
- Americans with Disabilities Act (ADA) requirements must be incorporated in all aspects of design of the garage.
- The “skin” of the building and other architectural elements should be iconic and appealing to the eye of the public, particularly the residents who live within sight of the garage. This element is considered crucial to the success of this project.
- This project is not required to meet Leadership in Energy and Environmental Design (LEED) standards.

3. 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.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located in this RFP document, and all Proposers must return the SBE forms

in order to be considered for evaluation purposes.

4. 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://pompanobeachfl.gov/pages/departement_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

The City has set a 10% voluntary Local Business participation Goal for this project. Local Business Program Forms are located in this RFP document, and all Proposers must return the Local Business forms in order to be considered for evaluation purposes.

5. 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, and signed by an authorized representative who is able to contractually bind the Proposer. 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:

Required Documents to Be Submitted

A. Experience/Qualifications

- Brief corporate background and explanation of qualifications for this particular type of project. Describe experience as a parking consultant.
- Describe ability to coordinate with the accompanying building design and construction team
- Provide 5 parking garage projects completed within the last 5 years that are of similar size and scope to this project
- Provide resumes for key project team members and their associated garage experience within last 5 years
- Detailed Outline Specification broken down by division
- Detailed schedule of values broken out in CSI format
- Detailed Design, Entitlement and Construction Schedule

- Include provisions to process plans through the Development Review Committee (DRC) process.
- Include provisions to process plans through the Planning and Zoning review (P&Z) process.
- Include provisions to process plans through the Architectural Advisory Committee review (AAC) process.
- Include provisions to make presentations and attend necessary East and NW CRA Advisory Committee, Parks and Recreation Board, CRA Board, City Commission, etc.
- Building code analysis summary
- Include provisions to submit all plans through the City's adopted e-permitting process.
- Architectural site plan
- Architectural floor plans
- Architectural elevations including all attachments
- Life Safety Plans
- Photo Realistic Rendered perspective elevation
- Structural framing plans
- Foundation plan

B. Required Outline Specs (other alternatives will be considered subject to costs, reliability, maintenance, etc.).

- Elevator
- Machine-room-less
- 3500 lbs 350 fpm elevators
- Stainless steel cab finishes
- Enclosed vestibule for rooftop rain protection
- Lighting
- Lighting fixtures (note: call out type)
- Lighting controls for daylight harvesting
- 4 foot candle average with a 10/1 Max/Min ratio
- Fire protection
- Provide a fire protection system that meets all applicable codes
- Caulking and sealants
- Silicon caulking
- 5-year leak free warranty
- Roofing materials over stair towers, elevators, rooms and occupied spaces
- Structural system
- Precast concrete double t system or precast with post tension floors, whichever is most financially economical
- Minimum moment of inertia of 50,000 in⁴ for the flooring member per 12' to control floor bounce.
- Finishes
- Coatings at Exterior Walls; specify type
- Dual white on top of black stall striping
- Painted stair towers
- Store front rain protection at roof for elevator

- Signage package
- Wayfinding
- Code required
- Stair & Room signage
- Level indicator

C. Other Exhibits

- Site Plan/ Base Conceptual Layouts
- Geotechnical Report from existing building
- Civil plan
- Safety Information
- Insurance Requirements

D. 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.

E. Additional Considerations

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

Title page:

Show the project name and number, the name of the Proposer’s firm, address, telephone number, name of contact person and the date.

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer’s understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines. The City wishes to complete this project on/or about November 20, 2015.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

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.

6. INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project 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 shall not commence operations, construction and/or installation of improvements 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. The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding

insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

- b. Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- c. The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- d. The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- e. The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- f. All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- g. The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- h. The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to

Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

- i. The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- j. The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- k. Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- l. Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

7. BONDING REQUIREMENTS

Proposal Bond: NEEDED AT THE TIME OF THIS STEP 2 REQUEST FOR PROPOSAL SUBMITTAL FROM SHORTLISTED FIRMS. (Form included in this RFP document.)

Each Proposal must be accompanied by Proposal security made payable to OWNER in an amount of five percent (5%) of the Proposer's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

The Proposal security of the Successful Proposer will be retained until such Proposer has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Proposal security will be returned. 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 Notice of Selection for Award, OWNER may annul the Notice of Selection for Award and the Proposal security of that Proposer will be forfeited. The Proposal security of other Proposers whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Proposal security furnished by such Proposers will be returned.

The Proposal Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the Proposer refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the Proposer is accepted.

No proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the proposal closing date thereof. If a proposal is not accepted within said time period it shall be deemed rejected and the Proposal Bond shall be released to the Proposer.

Performance and Payment Bonds: NEEDED AT THE TIME OF CONTRACT EXECUTION (Forms included in this RFP document.)

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.

8. Selection/Evaluation Process

A Selection/Evaluation Committee, herein referred to as the "Committee", will review and evaluate each proposal submitted in response to this Request for Proposal (RFP).

The City of Pompano Beach will distribute to each member of the Committee a copy of each technical proposal. At the option of the Committee, separate oral presentations will be scheduled with the Proposers.

The committee members will evaluate the proposals on the criteria established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein.

During the process of evaluation, The City of Pompano Beach will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

The Selection/Evaluation Committee will present their ranking of respondents to the City Commission for approval.

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.

The highest ranked Proposer from the Step 2 process as approved by the City Commission will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

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.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
	Prior experience with projects of similar size and complexity:	
1.	a. Number and complexity of similar projects	
	b. References from past projects	0-20
	c. Scheduling (to meet the City's desired deadline to deliver)	
2.	Proposed conceptual design and understanding of the 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.	0-45
3.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-35
	Total	0-100

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. Questions and Communication

For additional information regarding this solicitation, please contact Otis J. Thomas, Interim General Services Director (954) 786-4098. Proposers shall refrain from contacting members of the selection committee.

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 at least seven (7) calendar days before the scheduled solicitation opening. 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.

24. 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.

25. Attachments

The following documents are posted in Adobe PDF format to the City's website (www.pompanobeachfl.gov) as Attachments to this RFP:

Attachment 1 – Location Map

Attachment 2 – Pier Parking Lot Final Parcels L1

Attachment 3 – Survey

Attachment 4 – Pier Parking Lot Final Parcels

Attachment 5 – Pier Exhibit

Attachment 6 – Iconic Designs

Attachment 7 – Attractive Designs

Attachment 8 – Attractive Designs

PROPOSAL SIGNATURE PAGE
RFP T-16-14 (STEP 2), DESIGN-BUILD SERVICES FOR CONSTRUCTION OF
BEACH PARKING GARAGE

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 _____

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: _____

SBE GOAL ANNOUNCEMENT

RFP # T-16-14, STEP 2

The City of Pompano Beach is strongly committed to insuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The SBE criteria being used is as stated in FSS 288.703. 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.

Proposers are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their submittal package the SBE Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Proposers who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended, voluntary goals for this solicitation are 15% for Small Business Enterprises.

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.

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

RFP # T-16-14 (STEP 2)

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

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://pompanobeachfl.gov/directory/btr/FAQ%20sheet%20BTR.pdf>

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this solicitation is 10 % for Local Business

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?

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

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

7. Other comments: _____

IN WITNESS WHEREOF, the said _____,
as Principal herein, has caused these presents to be signed in the name by its _____
_____ and attested by its _____ under its corporate seal,
And the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
under its corporate seal, this _____ day of _____ A.D. _____
(year)

Signed, sealed and delivered in
the presence of:

As to Principal

Principal
By: _____

Surety
By: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)
By: _____
Resident Agent

Performance Bond

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as “Contractor”) did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as “Owner”) a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____ day of _____

Countersigned By:

Contractor:

By: (Signature) _____

(SEAL)

Surety:

(SEAL OF SURETY)

By: _____
Address: _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,

and _____, a corporation, as Surety, are bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

(Written Amount) (Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

- Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

- Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on : _____

	Name of Surety:	_____
(SEAL OF SURETY)		
	By:	_____
	Attorney in Fact	
	Name of Principal:	_____
(SEAL OF PRINCIPAL)		
	By:	_____

	Its authorized officer	