



Florida's Warmest Welcome

**INVITATION TO BID  
T-10-24**

**Ali Cultural Phase III Black Box Interior Buildout**

**OPENING: MARCH 13, 2024 2:00:00 P.M.**

**Virtual Zoom Meeting**  
**For access go to:**

**<https://www.pompanobeachfl.gov/meetings>**

## **INVITATION TO BID**

The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) T-10-24 Ali Cultural Phase III Black Box Interior Buildout until **2:00:00 p.m. (local), March 13, 2024**. Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. Bid unsealing is open to the public. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidder must be registered on the City’s eBid System in order to view the ITB Documents and respond to the ITB. The ITB documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/meetings> to find the zoom link.

### **INTRODUCTION**

The above referenced project consists of the complete interior buildout of the Ali Cultural building. This 2,300 sq. ft. unfinished interior space will be able to house a combination of a Black Box Theater, classroom/studio spaces for rehearsals, music and voice lessons, a large studio equipped with recording equipment, dressing room area, break room and concession area, two restrooms, janitorial closet and a reception desk.

The scope of work to be performed shall consist of, but not limited to, furnishing and installing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract Documents.

#### **A. SPECIFICATIONS AND DRAWINGS**

See “Exhibit 1 - Technical Specifications and Drawings” for a complete description of the work to be performed.

#### **B. BIDDER’S RESPONSIVENESS AND RESPONSIBILITY**

Award of ITB shall be to the lowest responsive and lowest responsible Bidder. In determining the lowest responsive and lowest responsible Bidder and that the purchase or contract will best serve the interests of the City, the Commission, the City Manager or the General Services Director, where applicable, shall consider various factors. These factors include, but are not limited to, price and the following:

## **1. Responsiveness:**

Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the bid may be deemed non-responsive by the City and not considered for further review.

- a. Each Bid must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand delivered to the City's Purchasing Division of the General Services Department. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bidders shall contact the Purchasing representative at 954-786-4098 in such a case for special permission.
- b. Qualification of Bidders form must be completed and uploaded to the Response Attachments tab of the City's eBid System.

## **2. Responsibility Documentation:**

To demonstrate the Bidder's responsibility, the Bidder must submit to the City the information provided herein. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

- a. Bonding: Each bid requires a cashier's check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida 33061, in an amount not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work.

The bid security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security, (if provided as a cashier's check or certified check), whereupon the bid security will be returned. If the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom City believes to have reasonable chance of receiving the award may be retained by the City until a completed contract has been executed, whereupon bid security furnished by such Bidders will be returned.

The executed Bid Bond, if provided, shall be issued by an entity having a registered agent in the State of Florida. This check or bond shall be retained by the City as liquidated damages should the Bidder refuse or fail to enter into a contract with the City for the execution of the work embraced in the bid, in the event the bid of the Bidder is accepted.

- b. Prior Project Experience and References: Bidder must provide the following verifiable information with the bid at the time it is submitted:

- i. Evidence that Bidder was the Prime Contractor on two (2) projects completed (final completion) within the last six (6) years. Each project must be within the continental United States and must have been in the amount of five hundred thousand dollars (\$500,000.00) each or more, and of similar complexity and scope.

Bidder must describe the following: 1) the project and the work actually completed by Bidder, 2) how the referenced project relates to the ITB, and 3) the amount paid to Bidder for the work completed; and

- ii. At least one verifiable municipal contact (client) reference for each project described previously. Bidder must provide the client's name, client phone number, and client e-mail address for each project. If the Bidder has done work for the City, the City may at its discretion rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.
  - iii. If the Bidder fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Bidder non-responsible.
  - iv. The City reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above, or the references are deemed unsatisfactory to the City.
- c. License Requirements - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Bid Submission.)
  - d. Corporations and Partnerships - The City will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Qualification of Bidders Form.
  - e. Have a satisfactory past and/or current performance record - based on the information gathered by the City regarding Bidder performance on past or current contracts. The City shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within City's organization and control from past and present City projects where applicable.
  - f. Be financially solvent and have sufficient financial resources to perform the resulting Contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post Bid unsealing, and prior to award that demonstrate the Bidder's ability to perform the resulting contract and provide the required materials and/or services.
  - g. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
  - h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to

work to be produced or services to be performed by the Bidder, Suppliers and Subcontractors are present.

- i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

The City does not consider social, political, or ideological interest in determining Contractor's responsibility in compliance with Florida Statute 287.05701.

### **C. AWARD OF SOLICITATION AND RESULTING CONTRACT**

- a. The City reserves the right to reject any and all bids, to waive any and all informalities not involving price, time and changes in the work and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, the City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column therefore will be resolved in favor of the correctly tabulated sum of any column.
- b. In evaluating bids, the City will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the ITB or prior to the Notice of Award.
- c. The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- d. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, Proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.
- e. **If the Bid is to be awarded, it will be awarded to the lowest responsive and responsible Bidder.**
- f. The Awarded Bidder will receive an automatically generated notice of award from the eBid System or an email notification from the City's Purchasing Division.

- g. **City reserves the right to postpone the award of the Contract for a period of time which shall not exceed one hundred twenty (120) days from the Bid unsealing date.** City may, at its sole discretion, release any bid and return the Bid Security prior to that date. City also reserves the right to ask for additional postponement time, which the Bidder may provide written binding acceptance. An email to the purchasing representative from an authorized agent of the Bidder shall be considered a written binding acceptance of the postponement time.
- h. The Awarded Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All Bid Bonds, Contract Bonds, Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Bid Bonds, are required; Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

## **D. INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a bid directly to the City, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Awarded Bidder” means the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of City’s evaluation as hereinafter provided) makes an award. The term “ITB Documents” includes the ITB, attachments, and the all addenda issued prior to receipt of bids.

### **2. COPIES OF ITB DOCUMENTS**

- a. Complete sets of the ITB Documents may be obtained from the City’s website at no charge.
- b. Complete sets of ITB Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of ITB Documents.
- c. City, in making copies of ITB Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may

be required for in the Qualification of Bidders document available in the “Attachments” tab of the City’s eBid System.

#### **4. PUBLIC ENTITY CRIMES**

In accordance with Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **5. DRUG FREE WORKPLACE**

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.

#### **6. ANTI-KICKBACK ACT**

The Awarded Bidder must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3> ).

#### **7. EXAMINATION OF ITB DOCUMENTS AND SITES**

- a. It is the responsibility of each Bidder before submitting a bid, to (a) examine the ITB Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder’s observations with the ITB Documents, and (e) notify the City of all conflicts, errors or discrepancies in the ITB Documents.
- b. Information and data reflected in the ITB Documents with respect to or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the ITB Documents due to differing conditions appearing in the General Conditions section of the ITB.
- d. Before submitting a bid, each Bidder will, at Bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any

additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the ITB Documents.

- e. On request in advance, City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.
- f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the ITB Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the ITB.
- g. The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the ITB Documents, that without exception, the bid is premised upon performing and furnishing the work required by the ITB Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the ITB Documents, and that the ITB Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## **8. INTERPRETATIONS AND ADDENDA**

- a. All questions must be submitted using the Questions feature in the eBid System.

All questions must be submitted by 5:00:00 p.m. at least seven (7) calendar days before the scheduled bid unsealing. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

If any addendum is issued to the ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the City's Purchasing Division at (954) 786-4098 to determine if any addendum was issued and to make such addendum a part of its bid. Addendum will be posted in the eBid System.

- b. An addendum may also be issued to modify the ITB as deemed advisable by the City.

## **9. BID SECURITY**

- a. Each bid must be accompanied by Bid Security made payable to the City in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified check, cashier's check, or a Bid Bond issued by a surety meeting the requirements stated herein. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.
- b. The Bid Security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security (if provided as a cashier's check or bank officer's check), whereupon the Bid Security will be returned. If the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom City believes to have reasonable chance of receiving the award may be retained by the City until a completed Contract has been issued, whereupon Bid Security furnished by such Bidders will be returned.
- c. The Bid Bond 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 Bidder refuse or fail to enter into a Contract with the payee for the execution of the work embraced in the bid, in the event the bid of the Bidder is accepted.

## **10. CONTRACT TIME**

The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the "Attributes" tab of the City's eBid System.

## **11. LIQUIDATED DAMAGES**

Provisions for liquidated damages, if any, are set forth in the Contract.

## **12. INDEMNIFICATION**

All Bidders must enter in the "Line Items" tab of the City's eBid System the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions section of the ITB.

## **13. SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if awarded, shall be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Awarded Bidder/Contractor if acceptable to the City,

application for such acceptance will not be considered by the City until after the effective date of the Contract.

#### **14. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

- a. Each bid must identify the names and addresses of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the “Line Items” tab of the City’s eBid System. If requested, the apparent lowest Bidder, and any other Bidder so requested, shall within seven (7) days after the ITB opening submit to the City a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, other persons or organization, if requested by the City. If the City has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If apparent lowest Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City subject to revocation of each acceptance after the Effective Date of Contract.
- b. In contracts where the Contract Price is on the basis of cost of the work plus a fee, the apparent lowest Bidder, prior to the Notice of Award, shall identify in writing to the City those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the City’s written consent.
- c. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom the Contractor has reasonable objection.

#### **15. BIDDER ACKNOWLEDGEMENT**

- a. The Bidder Acknowledgement is included with the ITB.
- b. All requested information on the Bidder Acknowledgement is to be provided electronically using the City’s eBid System.
- c. In case of a discrepancy between unit prices and totals, unit prices will prevail.

#### **16. SUBMISSION OF BIDS**

- a. Bids shall be submitted electronically using the City’s eBid System on or before the due date and time specified herein.

- b. More than one bid received for the same work from an individual, firm or partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion will not be considered.
- c. Bid tabulations will be posted for the bid in the City's eBid System. Bid results **will not** be read to you over the phone.

## **17. MODIFICATION AND WITHDRAWAL OF BIDS**

- a. Bids may be modified or withdrawn at any time prior to the due date and time of the opening of bids by using the "Retract" feature of the City's eBid System.
- b. After bids are opened, and the Awarded Bidder defaults on a City Contract, the Awarded Bidder may be banned from doing business with the City for a period of thirty-six (36) months from the date of default.

## **18. UNSEALING OF BIDS**

A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when the tabulation is posted. An abstract of the amounts of the base bids and major alternates (if any) will not be made available to Bidders until the posting of the tabulation.

## **19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- a. All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the bid deadline, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.
- b. Extensions of time when bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual agreement between the City, the apparent lowest responsive and lowest responsible bidder, and the surety, if any, for the Awarded Bidder.

## **20. CONTRACT SECURITY**

For projects over two hundred thousand dollars (\$200,000); when the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds. Performance and Payment bonds must be recorded with Broward County.

## **21. SIGNING OF CONTRACT**

When the City gives a Notice of Award to the Awarded Bidder, it will be accompanied by the Contract, comprised of Exhibit 2 Contract Documents attached, and all applicable documents. City reserves the right to make minor modifications to the Exhibit 2 Contract Documents. Within ten (10) days thereafter, Contractor shall sign and deliver the required Contract and attached documents to the City with the

required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## **22. EMPLOYMENT ELIGIBILITY**

By entering into a resulting contract with the City, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this awarded contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

## **23. TAXES**

The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

## **24. NOTICE TO CONTRACTOR**

Pursuant to Chapter 8 CFR 274a.2” (see link) <https://www.govinfo.gov/content/pkg/CFR-2017-title8-vol1/pdf/CFR-2017-title8-vol1-sec274a-2.pdf>, the employment of unauthorized aliens by any Contractor is considered a violation of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

## **25. NON-DISCRIMINATION**

There shall be no discrimination as to race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the operations conducted under the Contract.

## **26. OCCUPATIONAL HEALTH AND SAFETY**

In compliance with Section 442, Florida Statutes, any items included in the latest edition of “Florida Substance List”, which are delivered from a Contract resulting from the ITB, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the City and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of toxic substance, including:

- i. The potential for fire, explosion, corrosiveness, and reactivity;
- ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
- iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes, should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

**ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.**

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

## **27. WASTE REMOVAL SERVICES**

The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Bidder/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.  
1840 NW 33<sup>rd</sup> Street  
Pompano Beach, FL 33064  
(954) 947-4000

## 28. PERMITS AND FEES

The Contractor awarded the project, which is the scope of the ITB, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department below for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if Contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

## **E. PROJECT WEB REQUIREMENTS**

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

Lead Consultant and Sub-Consultants shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, material safety data sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

## **F. LOCAL BUSINESS PROGRAM**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local" will be defined as follows:

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity, which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent (10%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition,

the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of the current solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least fifteen percent (15%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least twenty percent (20%) of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity, which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a solicitation.

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 ITB specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the section "Shop Pompano!".

The City is strongly committed to ensuring the participation of City Businesses as Contractors and Subcontractors for the procurement of goods and services, including labor, materials and equipment. Bidders are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Attachment E) listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Attachment F) from each local business that will participate in the Contract.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Attachment G), listing firms that were contacted but not available, and the Good Faith Effort Report (Attachment H), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Bidder/Contractor will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the ITB document.

Failure to meet Local Vendor Goal commitments will result in “unsatisfactory” compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, Contractors, or Subcontractors who are local with a preference as follows:

1. For bid evaluation purposes, Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent (5%) of any bid. If the Tier 1 business submits a second bid which is at least one percent (1%) lower than that lowest responsive bid, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional bids as described herein.
2. For bid evaluation purposes, Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent (2-1/2 %) of any bid or any proposal score. If the Tier 2 business submits a second bid, which is at least one percent lower than that lowest responsive bid, then the award will go to the Tier 2 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional bids as described herein.
3. If there is a Tier 1 business and/or Tier 2 business participating in the same ITB and all businesses qualify to submit a second bid as previously detailed, the Tier 1 business will be given first option, the Tier 2 business will be given second option. If the Tier 1 business is not the lowest bid received by at least one percent (1%), then an opportunity will be given to the Tier 2 business. If the Tier 2 business is not the lowest bid by at least one percent (1%), then the bid will be awarded to the lowest Bidder regardless of geographic location of the business.
4. It is the responsibility of the Awarded Bidder/Contractor to comply with all Tier 1 & 2 guidelines. The Awarded Bidder/Contractor must ensure that all requirements are met before execution of a Contract.

**The required goal for the ITB is ten percent (10%) for Local Vendor participation.**

#### **G. BIDDER ACKNOWLEDGEMENT**

1. The Bidder submits and agrees, if its bid is accepted, to enter into a Contract with the City in the form included in the ITB to perform and furnish all work as specified or indicated in the Sample Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Sample Contract resulting from the ITB.
2. Bidder accepts all of the terms and conditions of the ITB Documents, including without limitation those dealing with the disposition of Bid Security, and the Sample Contract. The bid will remain subject to acceptance for one hundred twenty (120) days after the Bid unsealing. Bidder will sign

and submit the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the date of the City's Notice of Award.

3. In submitting its bid, Bidder represents, as more fully set forth in the Contract, that:
  - a. Bidder has examined copies of all the ITB documents and the addendum/addenda.
  - b. Bidder has familiarized itself with the nature and extent of the ITB Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
  - c. Bidder has studied carefully all reports and drawings of physical conditions, which are identified in the ITB.
  - d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies [in addition to or to supplement those referred to in (C) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the ITB Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - e. Bidder has reviewed and checked all information and data shown or indicated on the ITB Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site area or will be required by Bidder in order to perform and furnish the work at work Contract Price, within the Contract Time and in accordance with other terms and conditions of the ITB Documents.
  - f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the ITB Documents.
  - g. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the ITB Documents and the written resolution thereof by the City is acceptable to Bidder.
  - h. This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
4. Bidder agrees that the construction of the Project will be substantially complete within \_\_\_\_ calendar days after the date when the Contract Time commences to run as provided in the General

Conditions of the ITB document, and completed and ready for final payment within \_\_\_\_ calendar days after the date when the Contract Time commences to run.

Bidder accepts the provisions of the Contract as per liquidated damages in the event of failure to complete the work on time.

5. Bidder agrees that all Federal, State and Local sales and use taxes are included in the stated Bid Prices for the work.
6. Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
7. The Bid Line-Item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.
8. At the preconstruction conference, the Bidder shall submit a complete detailed schedule of shop drawing submittals which will show lead time for the following:
  - Date of planned submittal.
  - Date of anticipated receipt of review (usually three weeks after submittal).
  - Delivery lead time.
  - Anticipated installation date.

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

**Project Completion**

Substantial Project Completion

Provide the number of calendar days that the construction of the Project will be substantially complete after the date when the Contract Time commences to run as provided in the general conditions.

\_\_\_\_\_

Final Project Completion

Provide the number of calendar days, after the substantial completion date, that the construction of the Project will be completed and ready for final payment.

\_\_\_\_\_

Total Project Completion

Enter the sum of calendar days for the substantial and final project completion.

\_\_\_\_\_

\_\_\_\_\_

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**Contractor Performance Report**



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_
3. RFP# & or P.O.#: \_\_\_\_\_
4. Contractor Name: \_\_\_\_\_
5. City Department: \_\_\_\_\_
6. Project Manager: \_\_\_\_\_
7. Scope of Work (Service Deliverables):

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### Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

#### RATINGS

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

_____ Ratings completed by (print name)	_____ Ratings completed by signature	_____ Date
_____ Department Head (print name)	_____ Department Head Signature	_____ Date
_____ Vendor Representative (print name)	_____ Contractor Representative Signature	_____ Date

Comments, corrective actions etc., use additional page if necessary:

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## **BID BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal ("PRINCIPAL") and \_\_\_\_\_, an entity duly organized under the laws of the State of \_\_\_\_\_, as Surety ("SURETY"), are held and firmly bound unto the City of Pompano Beach ("CITY") in the sum of five percent (5%) of the Bid amount, for the payment of which PRINCIPAL and SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as set forth below.

WHEREAS, PRINCIPAL has submitted a bid for Bid No. \_\_\_\_\_.

THE CONDITIONS OF THIS BOND are such that CITY accepts the bid of PRINCIPAL and PRINCIPAL enters into a contract with CITY in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution of the Contract.

THEN THIS OBLIGATION SHALL BE NULL AND VOID. However, if CITY accepts the bid of PRINCIPAL and PRINCIPAL fails to timely satisfy the conditions set forth above, then PRINCIPAL and SURETY, jointly and severally, shall be liable to CITY for the full sum of this Bond which shall be forfeited to CITY as liquidated damages, not a penalty, as a result of PRINCIPAL's failure to comply with the bid instructions and conditions, regardless of whether CITY ultimately decides to change the Project requirements or resolicit bids.

The remedies are not to be construed as CITY exclusive remedies for PRINCIPAL's failure to enter into a contract with CITY, but shall be deemed supplemental to all remedies available to CITY at law or otherwise.

No right of action shall accrue on this Bond to or for the use of any person or entity other than CITY.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

Signed and sealed on \_\_\_\_\_

Bid Number \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Print Name and Title Signed Above)

(Corporate Seal)

IN THE PRESENCE OF:

SURETY:

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

## **PROJECT RECORD DOCUMENTS**

### **PART 1 GENERAL**

#### **1.01 THE REQUIREMENT**

A. The Contractor shall at all times maintain at the site of the project a record copy of the following:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

#### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. All applicable sections of the Specifications.
- B. General Conditions.

#### **1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
1. Provide files and racks for storage of documents.
  2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with Construction Specifications Institute (CSI) format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the City's Representatives.

#### **1.04 MARKING DEVICES**

- A. Provide felt tip marking pens for recording information in the color code designated by Project Manager.

## **1.05 RECORDING**

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the Contractor.

- A. The Contractor shall label each document, "Project Record" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract Drawings.
  - 6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  - 2. Changes made by field order or by Change Order.

## **1.06 RECORD DRAWINGS**

Definition: The Record Drawings are a revised set of drawings submitted by a Contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract.

- A. The Contractor shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the Contractor shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the

project record, the Consultant will furnish one set of full-size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

Definition: Design drawings or construction drawings are subject to clarifications, but are complete with enough information (plan, sections, dimensions, details, and notes, etc.) to enable the depicted item's construction or replication without additional information.

- B. At a minimum the project record shall be reviewed on the 20<sup>th</sup> working day of every third month, or more often, as deemed necessary by Project Manager, after the month in which the final Notice-to Proceed is given as well as on completion of work. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the City at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the Contractor shall furnish the Project Manager the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings. The completed Record drawings shall be delivered to the Program Manager at least forty-eight (48) hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the Project Manager.
- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
  - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
  - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two inch (2") gas main crosses over the top of a six inch (6") potable

water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 (<https://www.flrules.org/gateway/Division.asp?DivID=269>) of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As-Built Requirements" located on the City Engineering Website:

[https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06\\_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20\(2019\).pdf](https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20(2019).pdf)

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REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE eBID ATTACHMENTS TAB. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE COMPLETED FORM IN YOUR RESPONSE THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE eBID SYSTEM.

CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

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

LOCAL BUSINESS ATTACHMENT A

LOCAL BUSINESS ATTACHMENT B  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

ITB # \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Proposer)

The undersigned City of Pompano Beach business 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:

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at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Local Business Contractor)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address City, State Zip Code)

BY: \_\_\_\_\_  
(Name)

**IMPORTANT NOTE:** Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS ATTACHMENT B

\_\_\_\_\_

LOCAL BUSINESS ATTACHMENT C  
LOCAL BUSINESS  
UNAVAILABILITY FORM

ITB # \_\_\_\_\_

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: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as needed.

LOCAL BUSINESS ATTACHMENT D  
GOOD FAITH EFFORT REPORT  
LOCAL BUSINESS PARTICIPATION

ITB # \_\_\_\_\_

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

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

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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?

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

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

8. Other comments: \_\_\_\_\_

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