



INVITATION TO BID

ITB25-067

Herb Skolnick Center Addition

Bid Opening: October 22, 2025 (2:00:00 P.M.)

Pre-Bidders Conference: September 30, 2025 (10:00 A.M.)

Virtual Zoom Meeting

For access, go to:

<https://pompanobeachfl.gov/pages/meetings>

SCHEDULE OF EVENTS

ITB documents and Addenda(s) are available and can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>

ITB NUMBER:	ITB25-067
ITB TITLE:	Herb Skolnick Center Addition
RELEASE DATES/TIME:	September 16, 2025, by 12:00 PM
NON-MANDATORY PRE-BID CONFERENCE (virtual Zoom meeting)	September 30, 2025, by 10:00 AM
SITE VISIT	September 30, 2025, by 11:30 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	October 10, 2025, at 02:00 PM
ITB RESPONSE DUE DATE/TIME:	October 22, 2025, at 2:00:00 PM
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://pompanobeachfl.gov/pages/meetings

***The City may amend dates in this schedule in its sole discretion, and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City. All times listed are Eastern Standard Time (EST)**

TABLE OF CONTENTS

1. SECTION 1 – INTRODUCTION AND GENERAL INFORMATION
2. SECTION 2 – DEFINITIONS
3. SECTION 3 – BIDDER’S RESPONSIVENESS AND RESPONSIBILITY
4. SECTION 4 – AWARD OF SOLICITATION AND RESULTING CONTRACT
5. SECTION 5 – INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS
6. SECTION 6 – LOCAL BUSINESS PROGRAM
7. SECTION 7 – BIDDER ACKNOWLEDGEMENT
8. SECTION 8 – INSURANCE
9. SECTION 9 – ITB ATTRIBUTES
10. SECTION 10 – ATTACHMENTS

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SECTION 1 – Introduction and General Information

1.1 **Introduction:** The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) **ITB25-067 Herb Skolnick Center Addition**, until **2:00:00 p.m. (local) October 22, 2025**. Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. 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.

1.2 **Scope of Work:**

This project entails providing all labor, equipment, tools, and materials necessary to construct a new one-story 2,000 sf addition to an existing building space, to be used as a meeting room. The scope of work includes, but is not limited to, sitework, foundation, block walls, storefront, metal joists, TPO roof, mechanical, plumbing, and electrical work. The project is located at 800 SW 36th Ave., Pompano Beach, FL 33069.

1.3 The bidder must be registered on the City’s eBid System in order to view the solicitation documents and respond to this ITB. The solicitation 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 the eBid System. The 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://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

1.4 **Cone of Silence Notice:** Bidders are hereby notified that this Solicitation is subject to a “Cone of Silence”. A Cone of Silence means a prohibition on any communication regarding any particular competitive solicitation between:

- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor’s Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The “cone of silence” shall terminate at the time the City awards or approves a contract, votes to reject all Proposals or responses, or otherwise takes action that ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action that ends the solicitation or other procurement process.

1.5 **Line Items:** All bid figures **must** be entered into the City’s eBid System Line Items tab. The City is currently considering the inclusion of specific allowances related to charter kiosks, utilities, contingency, permits, etc. The values of these allowances shall not be included in the bid advertisement. The allowances will be evaluated and incorporated into the total bid amount during the bid review process, and they will be taken into account when determining the lowest responsive and responsible bidder after the bid opening.

- 1.6 **NON-MANDATORY PRE-BIDDERS CONFERENCE**: A non-mandatory pre-bid conference will be held virtually through a Zoom meeting on **September 30, 2025, at 10:00 AM**. For access, go to <https://pompanobeachfl.gov/pages/meetings>. Attendance is strongly encouraged for all prospective bidders, but it is not mandatory for submitting bids.

The walkthrough is scheduled for **September 30, 2025, at 11:30 AM**. The project is located at 800 SW 36th Ave., Pompano Beach, FL 33069.

It is the responsibility of each Bidder before submitting a bid to visit the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work. The pre-bidders conference will provide an opportunity to discuss project specifications and address any questions.

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SECTION 2 – DEFINITIONS

All Definitions and Terms used in this bid are referenced and should be understood in accordance with the definitions provided in the Procurement and Contracts Department Procedures Manual, which can be accessed via the following link:

<https://cdn.pompanobeachfl.gov/city/pages/purchasing/Procurement-Contracts-Department-Procedures-Manual-5.14.25.pdf>

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SECTION 3 - BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

The contract will be awarded to the lowest responsive and responsible bidder, as determined by the total bid amount, which shall include all applicable allowances and deductions. The lowest bid will be evaluated based on the total bid price, provided that the bid is responsive to the bidding documents and the bidder is deemed responsible, possessing the capability, experience, and resources necessary to complete the project successfully.

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 Procurement and Contracts Director, where applicable, shall consider various factors. These factors include, but are not limited to, price and the following:

3.1 Responsiveness: Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the city may deem the bid non-responsive and not consider it 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 submissions to the City's Procurement and Contracts Department. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bidders shall contact the Purchasing Agent representative at 954-786-4099 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.

3.2 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. **Bid Security Bond:** 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 of 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 (see **Attachment J**).

The bid bond 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. Suppose 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. In that case, the City may annul the Notice of Award, and the bid bond of that Bidder will be forfeited. The bid security bond of other Bidders whom the City believes to have a 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.

If provided, the executed Bid Bond shall be issued by an entity with a registered agent in the State of Florida. If the bid is accepted, the City shall retain this check or bond 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.

- 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 three (3) similar projects completed (final completion) within the last five (5) years. Each project submitted as qualifying experience must be located within the Southeast District of Florida in the continental United States, have a contract \$1,000,000 or greater, and must be of similar complexity and scope to the project described in this ITB. Bidder must explain the following:
 - 1) the project and the work completed by Bidder,
 - 2) how the referenced project relates to the ITB, and,
 - 3) the amount paid to the Bidder for the work completed;
 - ii. At least one verifiable contact (client) reference for each project described previously. The bidder must provide the client's name, phone number, and e-mail address for each project. If the Bidder has done work for the City of Pompano Beach, 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 Bidder's response non-responsible and reject it if the references submitted do not conform to the above, or the references are considered unsatisfactory to the City.
 - v. The Procurement and Contracts Department staff will review and verify all references provided to ensure accuracy and authenticity.
- c. License Requirements - At the time of bid submission, Bidders must possess and provide proof of an active General Contractor license issued by the State of Florida. Failure to demonstrate such licensure will result in the bid being disqualified.
- 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 (refer to the attachments tab of the City's eBid System).
- e. Have a satisfactory past and/or current performance record, based on the information gathered by the City regarding Bidder's 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 the City's organization and control from past and present City projects, where applicable.

- f. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
- g. 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.
- h. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources, and be otherwise qualified and eligible to perform the work under applicable laws and regulations.
- i. A construction schedule demonstrating the bidder's ability to accomplish the work within the contract time, including major project tasks, durations, and who will complete (bidder or name of subcontractor).
- j. **Company Litigation and Dispute History:** Bidders are required to submit a statement detailing any legal proceedings, claims, arbitrations, or civil actions involving the company, its parent company, subsidiaries, and key personnel. This includes, but is not limited to, all cases over the past five (5) years related to construction, contracts, or business operations. The bidder must provide the following information in a separate, clearly labeled letter and attach it as part of the Responses Attachments Tab in IonWave:
 - o Name of the case (e.g., litigation, arbitration, civil action) and the case identification number.
 - o The jurisdiction (state and county) where the case was filed.
 - o A summary of the claim or dispute.
 - o The final resolution or current status of the case (e.g., pending, settled, judgment awarded, dismissed).

If the bidder has no litigation history to report, they must submit a letter on company letterhead stating such. This letter must be signed and certified by an authorized company representative, affirming the accuracy and completeness of the statement.

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

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SECTION 4 - AWARD OF SOLICITATION AND RESULTING CONTRACT

- 4.1 The contract will be awarded to the lowest responsive and responsible bidder, as determined by the total bid amount, which shall include all applicable allowances and deductions.

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. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.

The City requires that all bidders submit cost estimates that are consistent with fair market pricing. All bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. Suppose any submitted bid is found to be substantially higher or lower than what is deemed reasonable by prevailing market conditions. Suppose any submitted bid is found to be substantially higher or lower than what is considered reasonable by prevailing market conditions. In that case, the City reserves the right to reject the bid in question. Such determinations will consider both the overall project cost and individual line items within the bid. The City may rely on independent evaluations, cost databases, or comparative analyses to establish fair market ranges.

In submitting a bid, each bidder acknowledges and agrees that:

1. Submitted proposed costs reflect competitive pricing within the industry.
 2. Bidder understands and accepts that bids with significantly inflated or deflated costs, relative to fair market standards, may be excluded from consideration without further recourse.
- 4.2 In evaluating bids, the City will consider the bidders' qualifications, 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.
- 4.3 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 Subcontractors, 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.
- 4.4 Procurement and Contracts Department, may conduct 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.

- 4.5 The Awarded Bidder will receive an automatically generated notice of award from the eBid System or an email notification from the City's Procurement and Contracts Department.
- 4.6 **City reserves the right to postpone the award of the Contract for a period 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, for which the Bidder may provide a written binding acceptance. An email to the purchasing agent from an authorized agent of the Bidder shall be considered a written, binding acceptance of the postponement time.
- 4.7 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 for all Bids; Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,000.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

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SECTION 5 - INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS

- 5.1 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 (based on the City’s evaluation as hereinafter provided) makes an award. The term “ITB Documents” includes the ITB, attachments, and all addenda issued prior to receipt of bids. Refers to Section 2 for additional definitions.
- 5.2 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 to obtain bids on the work and does not confer a license or grant for any other use.
- 5.3 Qualifications of Bidders:** To demonstrate qualifications to perform the work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be required in the Qualification of Bidders document available in the “Attachments” tab of the City’s eBid System. Attachment Qualification of Bidders (see **IonWave Attachments and Response Attachments tabs**)
- 5.4 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.
- 5.5 Drug-Free Workplace:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs.
- 5.6 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>).
- 5.7 Examination of ITB Documents and Sites:**
- 5.7.1 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 the 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.
- 5.7.2 Information and data reflected in the ITB Documents concerning or contiguous to the site are 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.
- 5.7.3 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.
- 5.7.4 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 that 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.
- 5.7.5 On request in advance, the City will provide each Bidder with access to the site to conduct such explorations and tests as each Bidder deems necessary for the 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.
- 5.7.6 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 the Contractor in performing the work are identified in the ITB Documents. The Contractor will provide all additional lands and access required for temporary construction facilities or storage of materials and equipment. 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.
- 5.7.7 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 demonstrate and convey understanding of all terms and conditions for performance and furnishing of the work.

5.8 Interpretations and Addenda

- a. All questions must be submitted using the Questions feature in the eBid System. All questions must be submitted by 12:00:00 P.M. on the date specified in IonWave. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.
- b. 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 Procurement and Contracts Department at (954) 786 - 4099 to determine if any addendum was issued and to make such addendum a part of its bid. The addendum will be posted in the eBid System.
- c. An addendum may also be issued to modify the ITB as deemed advisable by the City.

5.9 Contract Time: The number of days within which, or the dates by which, the work is to be substantially completed, and final completed and ready for final payment (the Contract Time). The terms of the contract will be finalized and specified separately for each project. Bidders are advised that contractual requirements, scope, and obligations may vary depending on the specific project and will be detailed in the individual contract agreements issued upon award.

5.10 Liquidated Damages: Provisions for liquidated damages, if any, are outlined in the Contract.

5.11 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 the 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.

5.12 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 a 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 a reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, it may, before the Notice of Award is given, request the apparently lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If the 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 decline 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 a 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 based on the 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 a reasonable objection.

5.13 Bidder Acknowledgment (See SECTION 7)

- 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.

5.14 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, 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.
- d. Bid tabulations will be posted for the bid in the City's eBid System following the procedures and guidelines of the Procurement and Contracts Department Procedures Manual.
- e. All procurement activities must be conducted in strict accordance with the guidelines and procedures outlined in the Procurement and Contracts Department Procedures Manual. Adherence to these standards ensures transparency, accountability, and alignment with organizational and regulatory expectations.

5.15 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 thirty-six (36) months from the date of default.

5.16 Unsealing of Bids: A list of Bidders will be read aloud in a public forum. An abstract of the amounts of the base bids and major alternates (if any) will be available to Bidders after the City reviews the responsiveness and responsibility of each bid. Then, a tabulation is posted.

- a. The City reserves the right, at its sole discretion, to extend the date and time for the opening of bids and any other activity related to the solicitation process, including but not limited to submission deadlines, site visits, pre-bid conferences, or clarification periods. Such extensions will be communicated to all registered or interested bidders in a timely manner and shall apply uniformly to all respondents. Bidders are responsible for monitoring official communications for any updates or changes to the bidding schedule.
- b. The results announced following the bid opening are preliminary and do not constitute a final award or approval. All bids are subject to further evaluation by the Procurement and Contracts Department for responsibility and responsiveness in accordance with the applicable procurement Ordinances, Florida Statutes, and regulations. The City reserves the right to accept or reject any or all bids, to waive informalities and minor irregularities, and to award the contract in the best interest of the organization.

5.17 Bids to Remain Subject to Acceptance

- a. All bids will remain subject to acceptance for one hundred twenty (120) days after 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.

5.18 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.

5.19 Execution of Contract: When the City makes a recommendation to award a vendor a contract to the lowest responsible and responsive bidder, the signed Contract by the vendor will be presented to the commission for approval. Within ten (10) days thereafter, the Contractor shall provide all required documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to the Contractor.

5.20 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 the 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 1 year after the date of termination.

- 5.21 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.
- 5.22 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.
- 5.23 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.
- 5.24 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 Safety Data Sheet (SDS). The SDS 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 substances, 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 that 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 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 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 OSHA STANDARDS.

Notice: For us to process payment, your invoice must reference the federal ID number. Please note the ID number on the Bid Response page.

5.25 Waste Removal Services: The City has contracted Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted 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 33rd Street
Pompano Beach, FL 33064
(954) 947-4000

5.26 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 the 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 Bro. Co. 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

5.27 Project Web Requirements

- 5.27.1 This project will utilize a web-based project management tool. This web-based application is a collaboration tool that will allow all project team members continuous access through the Internet to important project data and up-to-the-minute decision and approval status information.
- 5.27.2 This web-based application 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. Training will be provided for all Consultants selected to offer services to the City of Pompano Beach.
- 5.27.3 Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing the City-provided **web-based application license(s) to the Prime Consultant and the awarded Contractor at no cost.** No additional software will be required.
- 5.27.4 Lead Consultant and Sub-Consultants shall be responsible for logging in to the project website on a daily basis and, as necessary, being 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™.
- 5.28 **Conflict of Interest:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of City employees acting in a private capacity to rent, lease, or sell any realty, goods, or

services to the City. It also places restrictions on the City employees concerning outside employment or contractual relationships with any business entity that is doing business with the City. Each Proposer is to disclose any employees it has who are also City employees with its bid. Any employees identified by the Proposer should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

- 5.29 **Protesting of Bid Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Friday, Saturday, Sunday, state holiday or day during which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based.” Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060.
- 5.30 **Posting of Bid Recommendations/Tabulations:** ITB Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at <http://www.pompanobeachfl.ionwave.net>. In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Friday, Saturday or Sunday, state holiday or days during which the City administration is closed. No submissions made after the Bid opening, amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”. Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount equal to one percent (1%) of the City’s estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a

cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges, which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bid protest bond shall be returned. If the protester prevails, then the protester shall recover from the City all costs and charges incurred by the City. Payment options can be made by electronic check (e-check), Visa, MasterCard, or by using an established escrow account code.

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SECTION 6 - LOCAL BUSINESS PROGRAM

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a program 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 that 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 by selecting the Pompano Beach Business Directory in the section “Shop Pompano!”.

The City of Pompano Beach 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 (Exhibit A) listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

For a list of certified minority businesses with the State of Florida please see the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd/certified_vendor_reports

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 C), listing firms that were contacted but not available, and the Good Faith Effort Report (Attachment D), 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 an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the 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 businesses, 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 that 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 businesses, 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 the first option, and the Tier 2 business will be given the 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 the geographic location of the business.

4. The awarded Bidder/Contractor is responsible for complying with all Tier 1 & 2 guidelines and ensuring that all requirements are met before executing a Contract.

The goal for this ITB is ten percent (10%) for Local Vendor participation.

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SECTION 7 - BIDDER ACKNOWLEDGEMENT

- 7.1 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.
- 7.2 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 City's Notice of Award date.
- 7.3 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, laws, and regulations that may affect the cost, progress, performance, or furnishing of the work in any manner.
 - c. Bidder has studied carefully all reports and drawings of physical conditions that 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.

- 7.4 **Bidder shall submit with their bid the Project's substantial and final completion date.**
- 7.5 Bidder accepts the provisions of the Contract as per the liquidated damages in the event of failure to complete the work on time.
- 7.6 Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- 7.7 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.
- 7.8 The Bid Line-Item pricing includes, but is not limited to, the following elements: labor, materials, equipment, permits and fees, excavation and backfill, grading and site preparation, restoration and final surface, removal and disposal, and final cleanup. Bidders shall include all costs associated with these elements within each line item and shall not omit any component necessary for the complete and proper execution of the work.
- 7.9 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.

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SECTION 8 – INSURANCE

The insurance described herein reflects the requirements deemed necessary for this contract by the City. The contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, don't hesitate to get in touch with the City's Procurement and Contracts Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and provide proof of the requisite insurance coverage to the City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible for delivering to the CITY for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.

- B. Liability Insurance

1. Naming the City of Pompano Beach as an additional insured as the City's interests

may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.

2. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

TYPE OF INSURANCE LIMITS OF LIABILITY

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- XX explosion & collapse
- XX hazard
- XX underground hazard
- XX products/completed bodily injury and property damage combined
- XX operations hazard
- XX contractual insurance, bodily injury, and property damage combined
- XX broad form property damage, bodily injury, and property damage combined
- XX independent contractor's personal injury
- XX personal injury
- ___ sexual abuse/molestation
- ___ liquor legal liability

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

Please note that Florida Statutes Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY:

___ Comprehensive form
The agent must show proof they have this coverage.

EXCESS LIABILITY:

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate
XX other than umbrella bodily injury and property damage combined

ENVIRONMENTAL / POLLUTION LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

XX environmental/pollution liability

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

__ professional liability

CONTRACTOR is required to provide Professional Liability if engineering and design are used.

CYBER LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and products)

Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

3. If Professional Liability insurance is required, the Contractor agrees that the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for the Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

i. Certificates of Insurance evidencing the required coverage;

- ii. Names and addresses of companies providing coverage
 - iii. Effective and expiration dates of policies; and
 - iv. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
- E. **Insurance Cancellation or Modification**: Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days' written notice to the City.
- F. **Waiver of Subrogation**: The contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
- G. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
- H. **Builder's Risk insurance is required.**

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SECTION 9 – ITB ATTRIBUTES (this is a TAB in the eBid system, IonWave). PROVIDE THIS INFORMATION ELECTRONICALLY.

This TAB includes the following Attributes:

1. Substantial Completion
2. Final Completion
3. Total Completion
4. Conflict of Interest
5. Drug-free Workplace
6. Vendor Certification Regarding Scrutinized Companies Lists
7. Acknowledgment of Addenda
8. Acknowledgment and Acceptance of General Terms and Conditions

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SECTION 10 – **EXHIBITS & ATTACHMENTS** (attachment TAB in the eBid system, IonWave)

This TAB includes the following Exhibits and Attachments:

1. ITB25-067 Herb Skolnick Center Addition
2. Project Technical Specifications
3. Local Business Program Forms (A, B, C, and D)
4. Exhibit B - General Terms and Conditions
5. Attachment F - Qualification of Bidders Form
6. Attachment G - Workers' Compensation Affidavit
7. Attachment H - W9
8. Attachment I - Construction Agreement DRAFT
9. Attachment J - Bid Bond
10. Attachment P - Payment and Performance Bonds Forms

END OF THE INVITATION TO BID



**City of Pompano Beach
Procurement and Contracts Department
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060**

October 21, 2025

ADDENDUM #1

ITB25-067 Herb Skolnick Center Addition

To Whom It May Concern,

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System. The following changes have been made:

1. The pre-bid Meeting attendees' record has been added to the Attachments tab of the City's eBid System.
2. Access to the recording of the pre-bid meeting is available through the following link: https://copb-purchasing.s3.us-east-1.amazonaws.com/ITB25-067+Herb+Skolnick+Center+Addition/Pre-Bid+Meeting+for_ITB25-067_Herb_Skolnick_Center_Addition.mp4
3. Access to the recording of the site visit is available through the following link: https://copb-purchasing.s3.us-east-1.amazonaws.com/ITB25-067+Herb+Skolnick+Center+Addition/Site_Visit_for_ITB25-067_Herb_Skolnik_Center_Addition.MP3
4. (RFI#5) Louvered Blinds
 - Match existing louvered blinds (Refer to Exhibit A1)
5. Vapor Barrier
 - Provide 'Stego Wrap Barrier (15 MIL)' under concrete slab
6. (RFI 21,23, & 24) Paver & Base
 - Pedestrian Paver Specification Detail provided (Refer to Exhibit A2) This supersedes detail 02/A-102
7. (RFI 26) New Stone Brick Wall (Refer to Exhibit A3 & A4)
8. (RFI 32) Geotech Report now provided (refer to separate attachment)
9. (RFI 29) Existing Irrigation Plans now provided (Refer to Exhibit A5 & A6)

The deadline for receiving written questions in the eBid System has passed.

The deadline for accepting proposals in the eBid system has been extended to **October 29, 2025, at 2:00:00 p.m. (local).**

The remainder of the solicitation is unchanged at this time.

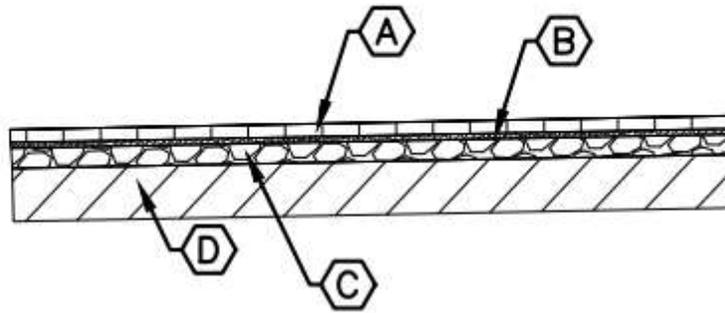
Sincerely,

Jeffrey English,
Purchasing Agent.
cc: website

EXHIBIT: A1



EXHIBIT: A2



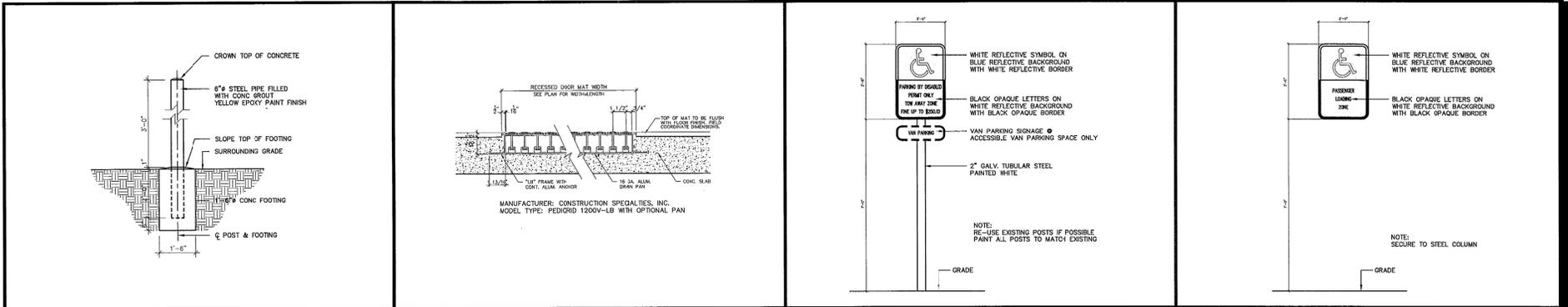
- A** 2 3/8" THICK CONCRETE PAVER AS SELECTED BY OWNER. SAMPLES TO BE SUBMITTED FOR OWNER SELECTION.
- B** 1" COMPATED SAND BASE CONFORMING TO ASTM C33
- C** 4" LIMEROCK BASE (LBR 100) COMPACTED TO 98% MAX DENSITY AASHTO T-180.
- D** 12" SUBGRADE COMPACTED TO 98% MAX DENSITY AASHTO T-180

PEDESTRIAN PAVER SPECIFICATION

N.T.S.



EXHIBIT A4

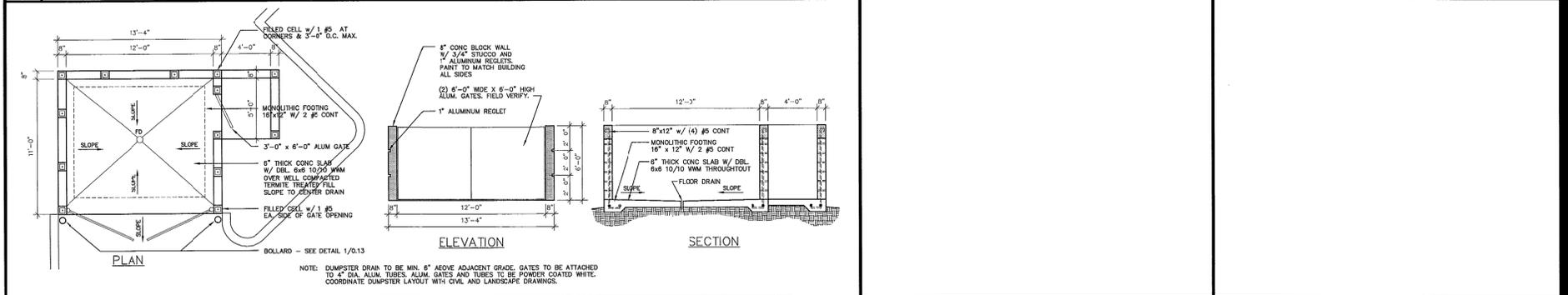


1 BOLLARD DETAIL NOT TO SCALE

2 DOOR MAT DETAIL NOT TO SCALE

3 ACCESSIBLE PARKING SIGNAGE DETAIL NOT TO SCALE

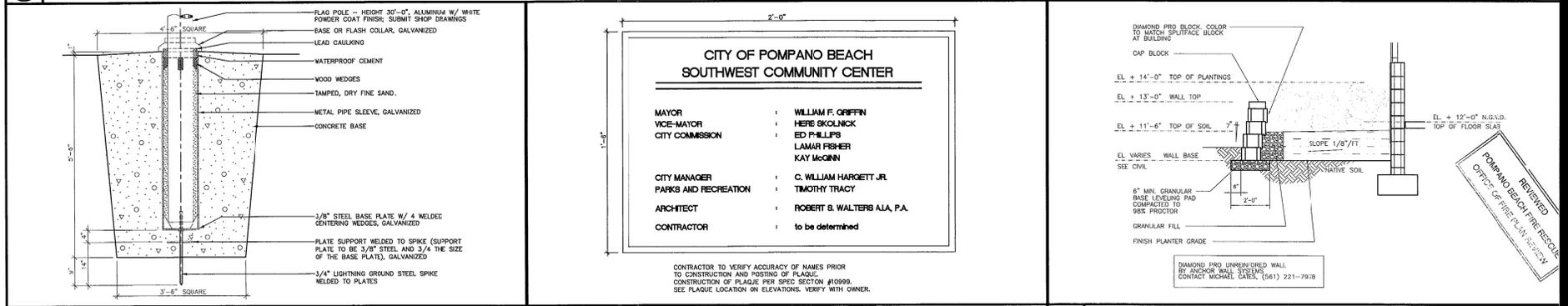
4 LOADING ZONE SIGNAGE DETAIL NOT TO SCALE



5 DUMPSTER ENCLOSURE DETAIL NOT TO SCALE

6 NOT USED NOT TO SCALE

7 NOT USED NOT TO SCALE



8 FLAGPOLE FOOTING DETAIL NOT TO SCALE

9 DEDICATION PLAQUE DETAIL NOT TO SCALE

8 PLANTER WALL DETAIL NOT TO SCALE



ROBERT S. WALTERS, AIA, AIA
 CORPORATE NAME: ROBERT S. WALTERS, AIA, AIA
 R/WA
ROBERT WALTERS ARCHITECTS
 620 SE 1ST STREET, FT. LAUDERDALE, FL. 33301
 (954) 522-4123

CITY OF POMPAÑO BEACH
SOUTHWEST COMMUNITY CENTER
AT PALM AIRE
 POMPAÑO BEACH, FLORIDA

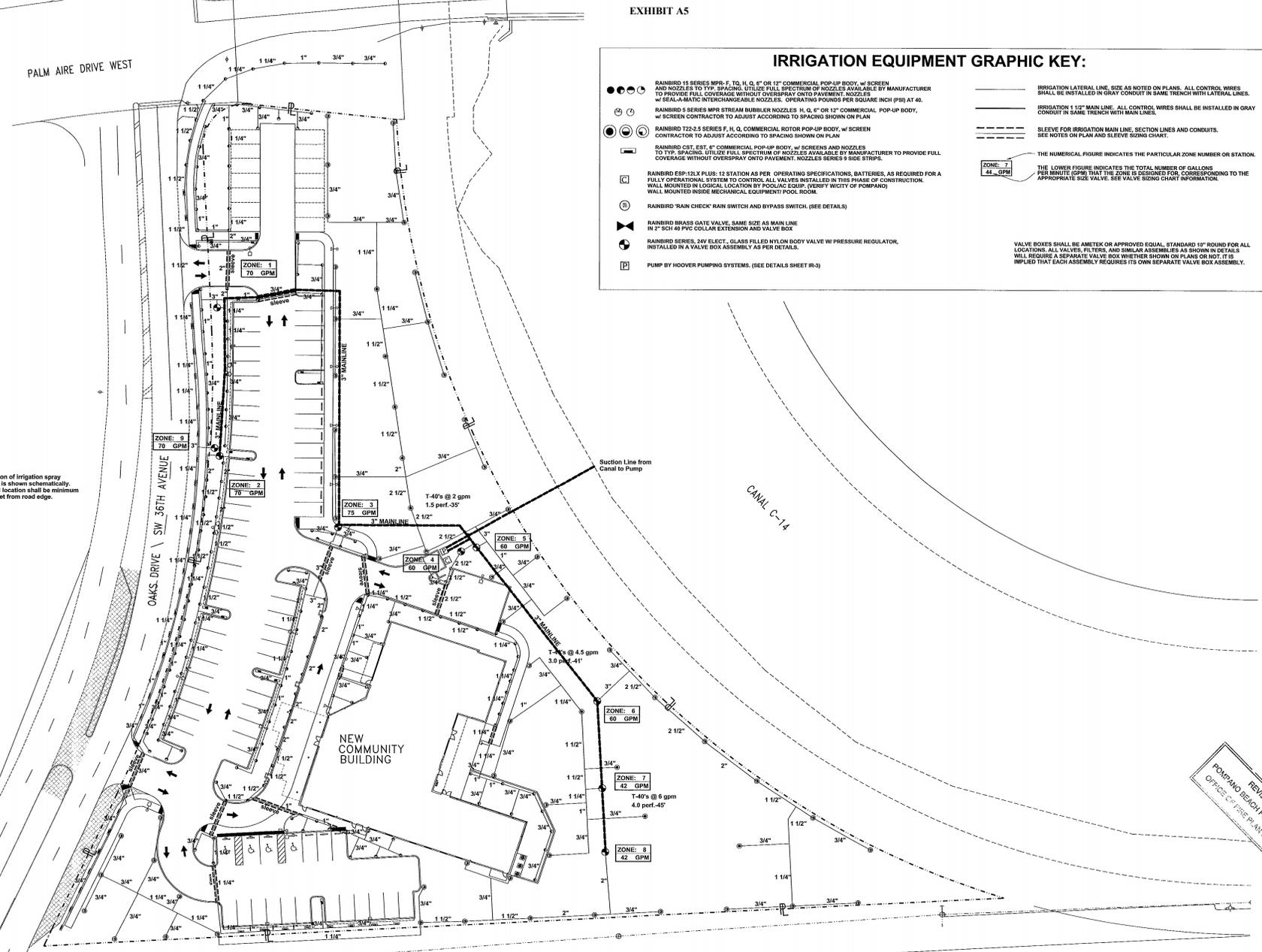
DRAWN BY: ATH
 CHECKED BY: R/WA
 DATE: 9-17-07
 REVISIONS:
 0101
 SHEET
0.13
 OF
 01013
 9-11-07
 SITE DETAILS

EXHIBIT A5

IRRIGATION EQUIPMENT GRAPHIC KEY:

- ○ ○ ○ RAINBIRD 15 SERIES MP-R, T, H, G, 6" OR 12" COMMERCIAL POP-UP BODY, W/ SCREEN AND NOZZLES TO TYP. SPACING, UTILIZE FULL SPECTRUM OF NOZZLES AVAILABLE BY MANUFACTURER TO PROVIDE FULL COVERAGE WITHOUT OVERSPRAY ONTO PAVEMENT. NOZZLES W/ SEAL-A-MATIC INTERCHANGEABLE NOZZLES, OPERATING POUNDS PER SQUARE INCH (PSI) AT 40.
- ○ ○ ○ RAINBIRD 5 SERIES MP-R STREAMER HUBBLER NOZZLES, H, G, 6" OR 12" COMMERCIAL POP-UP BODY, W/ SCREEN CONTRACTOR TO ADJUST ACCORDING TO SPACING SHOWN ON PLAN.
- ○ ○ ○ RAINBIRD T2-2.5 SERIES F, H, G, COMMERCIAL ROTOR POP-UP BODY, W/ SCREEN CONTRACTOR TO ADJUST ACCORDING TO SPACING SHOWN ON PLAN.
- ○ ○ ○ RAINBIRD CST, EST, 6" COMMERCIAL POP-UP BODY, W/ SCREENS AND NOZZLES TO TYP. SPACING, UTILIZE FULL SPECTRUM OF NOZZLES AVAILABLE BY MANUFACTURER TO PROVIDE FULL COVERAGE WITHOUT OVERSPRAY ONTO PAVEMENT. NOZZLES SERIES 9 SIDE STRIPS.
- ○ ○ ○ RAINBIRD ESP-12LX PLUS: 12 STATION AS PER OPERATING SPECIFICATIONS, BATTERIES, AS REQUIRED FOR A FULLY OPERATIONAL SYSTEM TO CONTROL. ALL VALVES INSTALLED IN THIS PHASE OF CONSTRUCTION, WALL MOUNTED INSIDE MECHANICAL EQUIPMENT/POOL ROOM.
- ○ ○ ○ RAINBIRD "RAIN CHECK" RAIN SWITCH AND BYPASS SWITCH, (SEE DETAILS)
- ○ ○ ○ RAINBIRD BRASS GATE VALVE, SAME SIZE AS MAIN LINE IN 2" SCH 40 PVC COLLAR EXTENSION AND VALVE BOX
- ○ ○ ○ RAINBIRD SERIES, 24V ELECT., CLASS FILLED N/LOM BODY VALVE W/ PRESSURE REGULATOR, INSTALLED IN A VALVE BOX ASSEMBLY AS PER DETAILS.
- ○ ○ ○ PUMP BY HOOVER PUMPING SYSTEMS. (SEE DETAILS SHEET IR-3)
- IRRIGATION LATERAL LINE, SIZE AS NOTED ON PLAN. ALL CONTROL WIRES SHALL BE INSTALLED IN GRAY CONDUIT IN SAME TRENCH WITH LATERAL LINES.
- IRRIGATION 1 1/2" MAIN LINE. ALL CONTROL WIRES SHALL BE INSTALLED IN GRAY CONDUIT IN SAME TRENCH WITH MAIN LINES.
- SLEEVE FOR IRRIGATION MAIN LINE, SECTION LINES AND CONDUITS. SEE NOTES ON PLAN AND SLEEVE SIZING CHART.
- THE NUMERICAL FIGURE INDICATES THE PARTICULAR ZONE NUMBER OR STATION.
- THE LOWER FIGURE INDICATES THE TOTAL NUMBER OF GALLONS PER MINUTE (GPM) THAT THE ZONE IS DESIGNED FOR, CORRESPONDING TO THE APPROPRIATE SIZE VALVE. SEE VALVE SIZING CHART INFORMATION.
- VALVE BOXES SHALL BE AMETEK OR APPROVED EQUAL, STANDARD 18" ROUND FOR ALL LOCATIONS. ALL VALVES, FILTERS, AND SIMILAR ASSEMBLIES AS SHOWN IN DETAILS WILL REQUIRE A SEPARATE VALVE BOX WHETHER SHOWN ON PLANS OR NOT. IT IS IMPLIED THAT EACH ASSEMBLY REQUIRES ITS OWN SEPARATE VALVE BOX ASSEMBLY.

Location of irrigation spray heads is shown schematically. Actual location shall be minimum 4' offset from road edge.



REVIEWED
POMPANO BEACH FIRE RESCUE
OFFICE OF FIRE PLAN REVIEW

LANDSCAPE ARCHITECT'S COLLABORATIVE
4320 Parkland Blvd, Suite 333, Pompano Beach, FL 33062
P: (954) 321-1951 F: (954) 321-1171
www.landscapearchitects.com

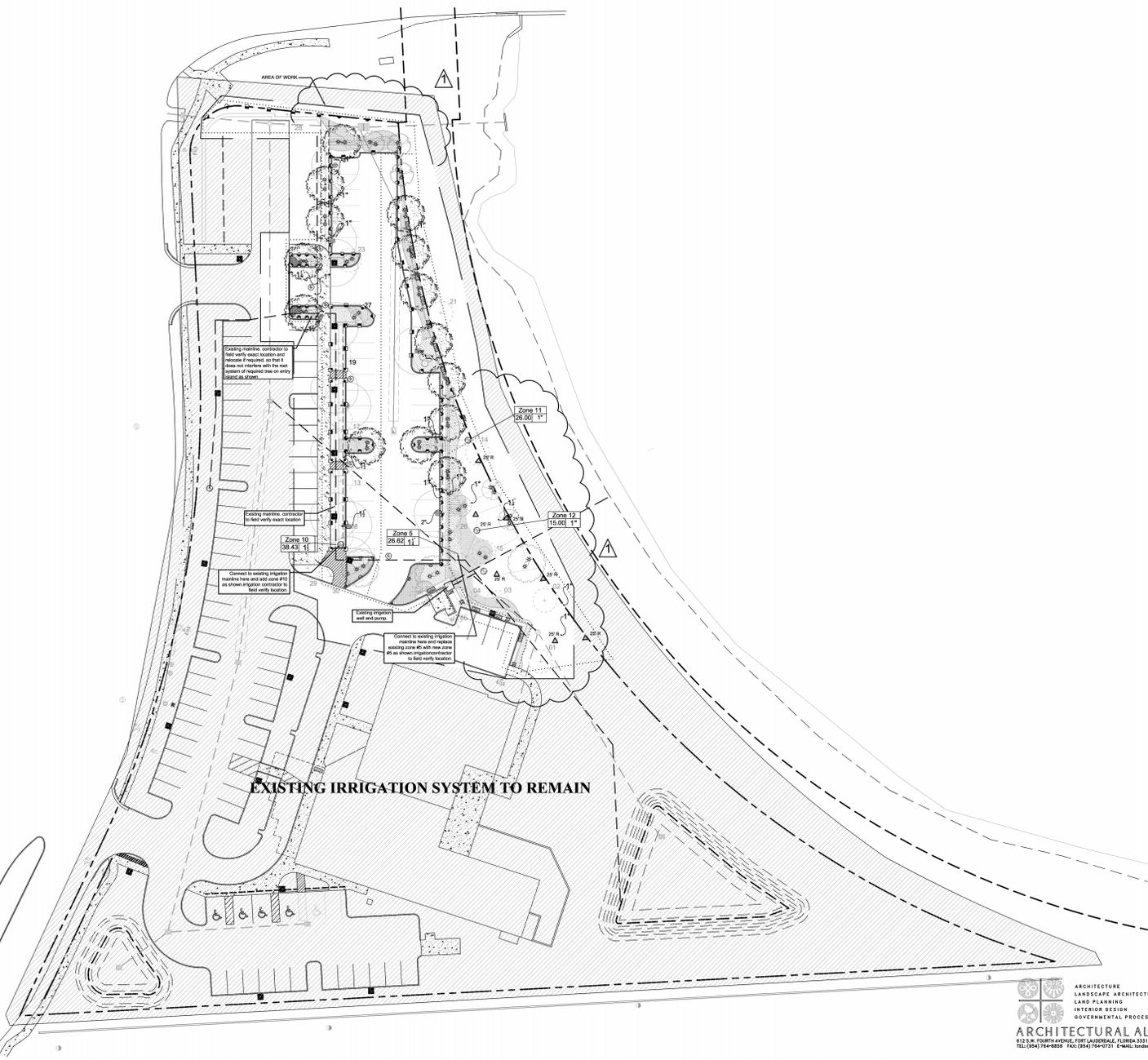
SCALE: 1" = 30'
DATE: 5-8-20
DRAWN BY: T.M.Y.
CHECKED BY: T.M.Y.
PROJECT NO.: 21-061

NO.	DATE	DESCRIPTION
1	6-11-20	REV. AS PER SITE PLAN CHANGES/ COMMENTS
2		
3		
4		
5		
6		

IRRIGATION PLAN:
PROJECT: SOUTHWEST COMMUNITY CENTER
ADDRESS: POMPANO BEACH, FLORIDA

PROJECT NO. 21-061
SHEET: IR-1 of 3
PRINT DATE





RECEIVED
 May 20, 2014 11:33 am
 BURKHARDT
 CONSTRUCTION, INC.

SCALE: 1"=30'-0"

ARCHITECTURAL ALLIANCE
 ARCHITECTURE
 LANDSCAPE ARCHITECTURE
 LAND PLANNING
 INTERIOR DESIGN
 GOVERNMENTAL PROCESSING
 8123 N. WOODHURST AVENUE, FORT LAUDERDALE, FLORIDA 33315 AA 0000834 LC 0000837
 TEL: (954) 764-8855 FAX: (954) 764-0731 E-MAIL: lundocap@archall.com

811 KNOW WHATS BELOW ALWAYS CALL 811 BEFORE YOU DIG
 Call 811 to locate underground utilities before digging.

RFI #	CreateDate	Question	Answer
1	9/17/2025 02:15 PM (ET)	What is the estimated or set budget for this project?	This information will not be provided by the City
2	9/17/2025 04:56 PM (ET)	Does the City accept IdenTrust digital signatures in lieu of signing documents in blue ink?	Yes, as needed for construction on the south side
3	9/19/2025 09:17 AM (ET)	Could you provide an estimated budget for this project?	This information will not be provided by the City
4	9/24/2025 10:37 PM (ET)	Is there an engineer's budget for this project?	This information will not be provided by the City
5	9/25/2025 04:29 PM (ET)	Bid form item # 10 Division 10 calls for signage & window treatments. We could not find any specifications on these items, please advise.	Blinds - match existing (Refer to Exhibit A1 Addendum #1). Signage: Provide room identification signs to match existing (interior and exterior) also provide Maximum Occupancy sign.
6	9/29/2025 09:45 AM (ET)	Please provide name of Fire Alarm vendor for existing building	Century Fire Pompano Beach
7	9/29/2025 11:47 AM (ET)	What is the project Substantial and Final Completion time?	Will be determined after the award of the project
8	9/29/2025 11:47 AM (ET)	Is there a project budget amount?	This information will not be provided by the City
9	9/30/2025 10:24 AM (ET)	WHAT IS THE BUDGET OF THIS PROJECT?	This information will not be provided by the City
10	9/30/2025 10:26 AM (ET)	WHO IS RESPONSIBLE TO PAY FOR THE 3RD PARTY TESTING AND INSPECTION	Contractor
11	9/30/2025 10:26 AM (ET)	ARE THERE ANY PREVAILING WAGE OR DAVIS BACON WAGES REQUIREMENTS	NO
12	9/30/2025 10:28 AM (ET)	WILL THE CITY BE WAIVING THE PERMIT FEES	NO
13	9/30/2025 10:32 AM (ET)	ARE THERE ANY SBE/MBE Minority Requirements	No
14	9/30/2025 10:32 AM (ET)	Will Direct Purchase be utilized to save on taxes.	NO
15	9/30/2025 10:33 AM (ET)	Are There Any Owner Provided Items. Furniture, Appliances.	YES: Ice Machine, Coffee Maker, Refrigerator, Tables and Chairs
16	9/30/2025 10:34 AM (ET)	Are there any Project Contingency Amounts.	YES
17	9/30/2025 01:22 PM (ET)	Who is the fire Alarm vendor for the existing Fire Alarm?	Century Fire Pompano Beach
18	9/30/2025 04:52 PM (ET)	Lightning Protection- During the Site Visit I noticed Lightning Protection on the existing Building; will it be required on the addition?	Existing lighting protection system must be extended to incorporate this addition. Shop Drawings must be submitted
19	10/1/2025 11:09 AM (ET)	WHO IS THE EXISTING FIRE ALARM SYSTEM	Century Fire Pompano Beach
20	10/1/2025 11:24 AM (ET)	DO YOU HAVE A BUILDING FIRE SPRINKLER COMPANY	Brothers Fire Protection

RFI #	CreateDate	Question	Answer
21	10/2/2025 12:54 PM (ET)	I'm writing to you regarding the Herb Skolnick Center Addition project. I've been reviewing the details for the project, and I've noticed that while the detail 02 on sheet A-102 of the plans indicate a pervious gravel sub-base, the specified Hanover 8"x 8"x 2-3/8" paver is not a permeable paver. Additionally, it seems that Hanover offers permeable pavers in 4"x8" or 3"x9" sizes, but not the 8"x8" size specified in the plans. Could you please clarify this discrepancy for us? In addition, Can we qualify a permeable paver made by a local manufacturer? i.e. Belgard or Tremron...	New Paver and Base Detail now provided to replace detail 02/A102 on the bid set. Now provided (Exhibit A2 Addendum#1)
22	10/2/2025 01:43 PM (ET)	Do you by any chance know who's FA system is existing? Silent Knight, Notifier, Etc.? Or who is doing the monitoring? Any information would be greatly appreciated.	Century Fire Pompano
23	10/2/2025 02:35 PM (ET)	A-102 of the plans indicate a pervious gravel sub-base, the specified Hanover 8"x 8"x 2-3/8" paver is not a permeable paver. Hanover offers permeable pavers in 4"x8" or 3"x9" sizes, but not the 8"x8" size specified in the plans. Can we qualify a permeable paver from a local manufacturer?	New Paver and Base Detail now provided to replace detail 02/A102 on the bid set. Now provided (Exhibit A2 Addendum#1)
24	10/2/2025 05:04 PM (ET)	Detail 2 on sheet A-102 shows the base for the pavers is a permeable base but the selected 8 by 8 paver is not a permeable paver. The hanover permeable paver options are only available is 4 by 8 and 3 by 9. Please specify which option you would like.	New Paver and Base Detail now provided to replace detail 02/A102 on the bid set. Now provided (Exhibit A2 Addendum#1)
25	10/3/2025 08:41 AM (ET)	Will the facility and parking lot be closed to the public during construction?	Yes, as needed for construction on the south side
26	10/3/2025 08:41 AM (ET)	Provide construction and finish details for the "New Stone Brick Wall" shown on S2.01 and S-5.00	Reconstruct a portion of the wall (as required for constructibility) per existing detail 8/0.13 (attached). Retain existing material from the demlition phase.
27	10/3/2025 08:42 AM (ET)	L-1 Tree Protection Detail - Can rebar be substituted for the 2x4 PT?	We will accept any method that is acceptable to the Urban Forester.

RFI #	CreateDate	Question	Answer
28	10/3/2025 08:45 AM (ET)	CE2 shows a different paver layout than A-102. Please confirm which is correct	The configuration is the same. A-102 shows concrete in two small areas where CE2 shows pavers. Either material is acceptable.
29	10/3/2025 08:48 AM (ET)	IR-1 Irrigation Plan - calls for the modification of irrigation around the Retention Area and the addition of bubblers. Are there as-builts for the existing system that can be provided?	Existing Irrigation Plans are now provided, but they MUST BE FIELD VERIFIED.
30	10/3/2025 08:52 AM (ET)	L-1 NOTES: "ALL PREVIOUSLY REQUIRED LANDSCAPING FOR THIS SITE SHALL BE BROUGHT BACK INTO COMPLIANCE WITH PREVIOUSLY APPROVED PLAN OF RECORD" We do not find a "previously approved plan of record". What specifically are you requesting the contractor to do?	The scope of work is limited to the areas within " LIMIT OF WORK LINE" identified on sheet L-1.
31	10/3/2025 08:58 AM (ET)	L1 NOTES: "ALL HEDGES ABUTTING CITY RIGHTS OF WAY ARE MAINTAINED AT A HEIGHT NO GREATER THAN 24". IT IS STRAFFS RECOMMENDATION THAT ALL TREES NUA PERIMETER BE 14' OAL. TO CREATE A LARGEST CPTED CLEAR LINE OF SIGHT FROM ROADWAY" The project area does not appear to encompass an area within the City rights of way. What specifically are you requesting the contractor to do?	The scope of work is limited to the areas within " LIMIT OF WORK LINE" identified on sheet L-1.
32	10/3/2025 10:27 AM (ET)	Please provide a geotech report for this project.	Geotech report now provided
33	10/3/2025 10:50 AM (ET)	There is a large gumbo limbo tree that appears to need to have roots pruned 12 weeks before it could be relocated. Will the City's landscaper start this process to allow for relocation after mobilization or should contractor build this into the schedule as a 12 week activity starting after NTP#001 driving mobilization as it will need to be relocated before we can start the work? (tree#10 currently sits too tight to the footprint where the new sitework and expansion will install?)	Contractor to incorporate this scope into his/her schedule during preconstruction phase. Any tree pruning required can be performed concurrently with the permitting phase.
34	10/3/2025 11:02 AM (ET)	Will the city provide the Kitchenette equipment?	Owner to provide

RFI #	CreateDate	Question	Answer
35	10/3/2025 11:03 AM (ET)	CE2 Regarding the expansion of the dry retention area... the bottom of the existing area hosts an exceptional number of cypress "knees". What is the City's required method of interacting with these growths in the event they are encountered/impacted by the proposed expansion?	Means and methods for enlarging the Retention Area must be acceptable to the Urban Forester. The layout of the retention area can change in the field as needed to avoid conflicts with trees or "knees", however the retention area must be continuous, must not be excavated below the elevation 3.50, and it must have the same total volume as what is specified in the plans/calculations.
36	10/3/2025 11:19 AM (ET)	Please confirm Crime Liability is NOT required for this project.	See General Conditions for insurance requirements
37	10/3/2025 02:01 PM (ET)	D-101 Regarding the section of existing building wall to be incorporated into the addition, does the City want the stucco to be removed?	The wall is to receive new gypsum sheathing on metal furring. Stucco removal is not required unless you believe, as a matter of means and methods, that it is required to achieve the specified finish.
38	10/3/2025 02:33 PM (ET)	Who is the current fire alarm provider for the Center?	Century Fire Pompano
39	10/7/2025 03:13 PM (ET)	FP-01 Is the existing Fire Line in the ceiling? If yes, what is the ceiling constructed of (ACT, Drywall, etc)?	The existing sprinklers drop out of the existing ACT ceiling.
40	10/7/2025 03:13 PM (ET)	P101 It appears the installation of the new 3/4" CW line will require cutting the floor in the "Existing Corridor Gallery". What finishes are on that floor and on the adjacent exterior wall that would need to be restored?	Water Riser P101-2 indicates that the existing water line is in the ceiling, but requires FIELD VERIFICATION.
41	10/7/2025 03:14 PM (ET)	D-101 callout on remaining storefront section states "FRAMES AND GLAZING TO BE CLEANED, REPAINTED, RESEALED TO LIKE NEW CONDITION". These windows are not in great shape and appear to have significant mineralization from the adjacent sprinklers. While their condition will certainly be improved by the requested maintenance, achieving "like new" is not likely. Will the City remove the qualification "TO LIKE NEW CONDITIONS"?	The city acknowledges that refurbishment of the existing storefront system may not result in "like new" conditions.
42	10/7/2025 03:33 PM (ET)	Could you please provide a schedule for the finishes? Thank you.	See Finish Schedule sheet A102
43	10/7/2025 03:34 PM (ET)	Can a copy of the pre-bid recording be uploaded and made available for all?	A recording of the pre-bid meeting is included as part of Addendum-1..

RFI #	CreateDate	Question	Answer
44	10/7/2025 04:42 PM (ET)	Question – Moisture Mitigation for Tarkett Flooring Tarkett requires moisture testing before installing their flooring to keep the warranty valid. If the test shows high moisture levels, a mitigation treatment would be needed. Can you please confirm if this treatment should be included as a contingency in the flooring proposal, or handled later as a change order if required?	This is new construction which includes a moisture resistant add mixture in the concrete and an under-slab vapor barrier. If the slab fails a moisture test, the GC must remedy.
45	10/8/2025 08:48 AM (ET)	Is builders risk insurance required for this project?	YES
46	10/8/2025 08:50 AM (ET)	Is construction schedule required to be submitted with our bid?	NO
47	10/8/2025 09:16 AM (ET)	What is the percentage goal of the Local Business Workforce for this project?	Ten percent (10%).
48	10/8/2025 09:16 AM (ET)	What is the estimated completion time for this project?	Construction days to substantial and final to be provided by contractor
49	10/8/2025 11:17 AM (ET)	D-101 What is the thickness of the patio section to be removed?	The thickness of the patio area to be removed is unknown.
50	10/8/2025 11:45 AM (ET)	S-2.01 #18 provides for a different size thickened edge than shown in the schedule on S-4.00. Please confirm which prevails.	Follow the schedule on sheet S-4.00 for the thickened edge dimensions and reinforcement.
51	10/10/2025 01:58 PM (ET)	Please specify HVAC ductwork type. Fiberglass or sheet metal?	Both as specified on Sheet M002 (Section 7)

Sebastian Castano 10:37 AM

Sebastian Castano, Lassco Development Inc. 561-315-7455, Sebastian@lassconc.com
sebastian@lasscoinc.com

amandalaporta 10:38 AM

Amanda LaPorta - LaPorta Roofing and Contracting - Amanda@laportcontracting.com

Erik Staats 10:38 AM

Erik Staats-Persons Services

Ava Fernandez - Waypoint 10:38 AM

Good morning, Ava Fernandez with Waypoint Contracting, Inc..

Di Pompeo Construction Corp. - Iris Slones 10:38 AM

Iris Slones, Proposal Coordinator, Di Pompeo Construction Corp, 954-917-5252,
isloness@dipompeoconstruction.com

Kristen's iPad 10:38 AM

Kristen McTeague- RPM General Contractors, Inc. 954-785-8900. Kristen@rpmgc.com

Darlene's Rodick 10:39 AM

Darlene Rodick- Franjo Builders. 754-367-1083; dr@franjojl.com

dennissn 10:39 AM

DiPompeo Construction

DiPompeo Construction

DiPompeo Construction

2970

Dennis Neftleberg

954-629-

