

## SERVICE CONTRACT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach (“City”) and All Webbs Enterprises, Inc. a Florida Corporation (“Contractor”).

**WHEREAS**, City advertised ITB25-056 Well Rehabilitation and Maintenance, requesting firms to provide pricing and establish a term contract for well maintenance for the Water Utilities for the City of Pompano Beach (“Project”);

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein, and

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of this document, the Solicitation set forth in Exhibit “A,” the Contractor’s Response set forth in Exhibit “B” (collectively, the “Work”) and, the Insurance Requirements set forth in Exhibit “C,” all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order:

- (i) this Agreement,
- (ii) Exhibit “A”, ITB, addenda, and documentation.
- (iii) Exhibit “B”, Vendor Proposal.
- (iv) Exhibit “C”, Insurance Requirements

2. *Purpose.* The City, on behalf of the Utilities Department, desires to contract with Contractor to provide pricing and establish a term contract for well maintenance for the Water Utilities for the City of Pompano Beach upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide Well Rehabilitation and Maintenance Services, including the Scope of Services set forth in Exhibit “A” and PROPOSAL set forth in Exhibit “B” and insurance set forth in Exhibit “C”, both attached hereto and made a part hereof. If the Work requires Contractor to provide materials to complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit “A” and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s

4. *Term of Contract.* This Contract shall be for a term of three (3) years beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement up to two (2) additional one-year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment, and Invoices.*

A. *Price Formula.* The City will pay the Contractor a not-to-exceed unit price for the tasks submitted. The unit prices shown in Exhibits "A" and "B" are for all Work performed under this Agreement.

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a proper invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to the City on a monthly basis.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Renuka Mohammed, Utilities Department Director, and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

**If to Contractor:** David Webb Jr., Vice President  
309 Commerce Way  
Jupiter, FL 33458  
Office: (561) 746-2079  
Email: allwebbs@allwebbs.com

**If to City:** Renuka Mohammed, Director  
Utilities Department  
1205 NE 5th Ave  
Pompano Beach, FL 33060  
Office: 954-786-4060  
Email: Renuka.Mohammed@copbfl.com

**With a copy to:** Director of Procurement & Contracts  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061  
Tel: 954-786-4098  
Email: purchasing@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the

City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of this Agreement, including but not limited to social distancing, and personal protection equipment. Inability to provide the services and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon

written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “C” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City’s prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City’s written approval shall not be binding on City and, at City’s sole discretion, may result in City’s immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor’s insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any

kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The

limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor

keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

23. Governing Law; Venue; Waiver of Jury Trial. This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this 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 twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as

amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**“CONTRACTOR”**

All Webbs Enterprises, Inc.

Witnesses:

[Signature]

Ray Hernandez  
(Print or Type Name)

[Signature]

Noah Mikulski  
(Print or Type Name)

By: [Signature]  
David Webb Jr., Vice President



STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 20th day of April, 2026, by David Webb Jr. as Vice President of All Webbs Enterprises, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY’S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Martine Rivard

(Name of Acknowledger Typed, Printed or Stamped)



**MARTINE RIVARD**  
Notary Public  
State of Florida  
Comm# HH490006  
Expires 6/3/2028

HH490006  
Commission Number

Exhibit A – Cover Page

1. Recommendation Tabulation
2. Solicitation ITB 25-056



Florida's Warmest Welcome

Procurement and Contracts Department

Mary Rivero, Director  
mary.rivero@copbfl.com

ITB #:	<u>ITB25-056</u>	Tentative City Commission Meeting Date*:	<u>TBD</u>
ITB Title:	<u>Well Rehabilitation and Maintenance</u>	# Notified:	<u>576</u> # Downloaded: <u>12</u>
		# of Responses Rec'd:	<u>3</u> # of "No Bids": <u>    </u>
For:	<u>Utilities Maintenance</u> (Department)	ITB Opening Date:	<u>DECEMBER 3, 2025</u>

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted in the eBid System, IonWave, on **January 21, 2026, at 02:00 PM** and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until the City Commission approves or rejects it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

The City of Pompano Beach, Florida, received the following three (3) bids for ITB25-056 Well Rehabilitation and Maintenance:

- A.C. Schultes of Florida, Inc.
- All Webbs Enterprises Inc.
- Florida Design Drilling Corp.

It is hereby determined that the bids submitted by A.C. Schultes of Florida, Inc., All Webbs Enterprises Inc., and Florida Design Drilling Corp. are declared responsive and responsible. The submissions meet all requirements of the bid documents and comply with applicable procurement laws and regulations.

Section 1.1 of the ITB states that the City will select up to three (3) firms to perform Well Rehabilitation and Maintenance for the City of Pompano Beach Water Utilities. Therefore, it is recommended that the contract be awarded to A.C. Schultes of Florida, Inc., All Webbs Enterprises Inc., and Florida Design Drilling Corp., in accordance with the terms and conditions of the solicitation.

By: Michael Lee Date: 01/21/2026  
(Purchasing Agent)



## **INVITATION TO BID**

**ITB25-056**

### **WELL REHABILITATION AND MAINTENANCE**

**Bid Opening:** ~~November 19, 2025, 2:00:00 P.M.~~  
December 3, 2025, 2:00 PM

**Prebidders Conference:** October 21, 2025, 10:00 A.M.

**Virtual Zoom Meetings**

**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>*

<b>ITB NUMBER:</b>	<b>ITB25-0567</b>
<b>ITB TITLE:</b>	<b>Well Rehabilitation and Maintenance</b>
<b>RELEASE DATES/TIME:</b>	<b>October 9, 2025, by 8:30 PM</b>
<b>NON-MANDATORY PRE-BID CONFERENCE (VIRTUAL)</b>	<b>October 21, 2025, by 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>November 7, 2025, at 12:00 PM</b>
<b>ITB RESPONSE DUE DATE/TIME:</b>	<del>November 19, 2025, at 2:00:00 PM</del> <b>December 3, 2025, at 2:00 PM</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://pompanobeachfl.gov/pages/meetings">https://pompanobeachfl.gov/pages/meetings</a>

**\*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)**



October 9, 2025

Dear Prospective Bidders,

**SUBJECT: INVITATION TO BID (ITB) ITB25-056 Well Rehabilitation and Maintenance**

The City of Pompano Beach (the “City”) is interested in receiving bids in response to this Invitation to Bid (ITB) for Well Rehabilitation and Maintenance. The sole purpose and intent of this ITB is to secure firm, fixed pricing and establish a term contract for well maintenance for Water Utilities for the City of Pompano Beach.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. The CITY will consider the submittal of a bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. 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. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 P.M. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any bidder or lobbyist for a bidder is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System or through the Purchasing Agent assigned to this solicitation in the Procurement and Contracts Department. No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this ITB. Any information that amends any portion of this ITB received by any method other than an Addendum issued to the ITB is not binding on the City of Pompano Beach.

Carefully read all portions of the ITB document to ensure the Bidder's bid fully complies with all requirements.

~~Jeffrey English, Purchasing Agent~~ *Eric Seifer*

Procurement and Contracts Department  
City of Pompano Beach, Florida

## **SECTION 3 – Table of Contents**

### **SECTION**

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

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

## **SECTION 1 – Introduction and General Information**

**December 3, 2025, at 2:00 PM** 1.1 **Introduction:** The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) **ITB25-056 Well Rehabilitation and Maintenance**, until 2:00:00 p.m. (local) ~~November 19, 2025~~. Bids must be submitted electronically through the eBid System on or before the due date and time 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.

The City will select up to three (3) firms to perform Well Rehabilitation and Maintenance for the City of Pompano Beach Water Utilities. The Scope of Services, Bid Specifications, and Instructions to Bidders in **Attachment A1, A2, and B1**.

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.

1.2 **Cone of Silence Notice:** Bidders are 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, consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The “cone of silence” shall terminate when 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. Suppose a Cone of Silence is imposed for a competitive solicitation but the solicitation is not issued. In that case, the Cone of Silence shall terminate upon a final determination by the Procurement and Contracts Department that the solicitation will not be issued. When a Cone of Silence is terminated, public notice of the termination shall be posted.

1.3 **Line Items:** All bid figures **must** be entered into the City’s eBid System Line Items tab. **REVIEW CAREFULLY ALL INSTRUCTIONS INCLUDED IN ATTACHMENT A1.**

1.4 **Non-Mandatory Pre-Bidders Conference:** A non-mandatory pre-bid conference will be held on **October 21, 2025, at 10:00 AM** through Zoom meetings and in person at the Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060. Attendance is encouraged for all bidders wishing to submit a bid for this Project. The conference will provide an opportunity to discuss the bid preparation process and address any questions. None of the answers provided

during the Pre-Bidders conference reflects the City's official response and cannot bind the City. Only responses and clarification released through an Addendum in the eBid System are official.

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

## **SECTION 2 - BIDDER'S RESPONSIVENESS AND RESPONSIBILITY**

The award of the ITB shall be to the lowest responsive and responsible Bidder. In determining the lowest responsive and 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:

2.1 **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 954-786-4098 in such a case for special permission.

b. Qualification of Bidders form must be completed and uploaded to the Response Attachments tab of the City's eBid System.

2.2 **Responsibility Documentation:** To demonstrate the Bidder's responsibility, the Bidder must submit the information provided herein to the City. Submittals requested pursuant to this paragraph are in addition to those required elsewhere. Missing any of the documents or information required, it is cause to declare the bidders non-responsive:

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 not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work (**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 City may retain the bid security bond of other Bidders whom the City believes to have a reasonable chance of receiving the award 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 to execute 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 **(see attachment E – References):**

- i. Evidence that Bidder was the Prime Contractor on three (3) municipal public supply well rehabilitation or construction projects completed (final completion) within the last five (5) years. Each project submitted as qualifying experience must be located within the continental United States, have a contract value equal to or greater than the amount specified in this Invitation to Bid (ITB), and must be of similar complexity and scope to the project described in this ITB.

Bidder must describe 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 Bidder for the work completed.

- ii. At least one verifiable municipal 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, 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 the City cannot reach a reference after three (3) attempts, the City may deem the Bidder non-responsible.
  - iv. The City reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above or are deemed unsatisfactory to the City.
- c. License Requirements - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Bid Submission.) The Bidder must be a Water Well Contractor licensed in the State of Florida by a Water Management District (e.g., SFWMD) and a Licensed Florida State General Contractor.
  - d. Corporations and Partnerships - The City will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations, based on the information provided in the Qualification of Bidders Form.
  - e. Have a satisfactory past and/or current performance record, based on the information gathered by the City regarding Bidder'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. Be financially solvent and have sufficient financial resources to perform the resulting Contract, and shall provide proof thereof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-bid unsealing and prior to award that demonstrate the Bidder's ability to perform the resulting contract and provide the required materials and/or services.

- g. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
- h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Bidder, Suppliers, and Subcontractors are present.
- i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources, and be otherwise qualified and eligible to perform the work under applicable laws and regulations.
- j. Environmental Regulations and OSHA Violations: The bidder shall submit a complete history of all citations, violations, notices, and dispositions within the Bid (see Response Attachments TAB). The City reserves the right to declare the bidder not responsible if the history of violations warrants such determination in the opinion of the City
- k. Understanding of the Project: Written understanding of the project needs and how the bidder's team intends to apply this information to benefit the City and the community.
- l. Statement of Skills and Experience of Project Team: Provide resumes for key project team members and their experience on similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics. Subcontractors must be preapproved by the City before initiating work on a task order.

**Bidder's submission must include all required documents, certificates, and information as specified in the ITB. Failure to submit all the necessary documentation or to provide the requested information may result in the bid being deemed non-responsive and, consequently, disqualified from further consideration.**

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

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

### **SECTION 3 - AWARD OF SOLICITATION AND RESULTING CONTRACT**

- 3.1 The City reserves the right to reject any bids, to waive any 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 by the City criteria. 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 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 substantially higher or lower than what is deemed reasonable by prevailing market conditions. In that case, the City reserves the right to reject the bid. Such determinations will consider 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.
- 3.2 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 before the Notice of Award.
- 3.3 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 must be submitted before the Notice of Award.
- 3.4 The City, through the Procurement and Contracts Department, may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.
- 3.5 The City reserves the right to award contracts to up to three (3) lowest responsive and responsible bidders due to this Invitation to Bid. The City may award contracts to up to three (3) bidders based on the evaluation criteria outlined in this ITB. Each awarded vendor will be responsible for its own contractual obligations and delivery of goods/services as specified.

3.6 The Awarded Bidder(s) will receive an automatically generated notice of award from the eBid System or an email notification from the City's Procurement and Contracts Department.

3.7 **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 before 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.

3.8 **Insurance Requirements.**

The Exhibit C includes the Insurance Requirements to be complied with by the Awarded Bidder(s), who 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 (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

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

## **SECTION 4 - INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS**

- 4.1 **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. The term “Project” means the performance and completion of the Scope of Work included in this solicitation.
- 4.2 **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 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.
- 4.3 **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.
- 4.4 **Drug-Free Workplace:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs.
- 4.5 **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> ).
- 4.6 **Examination of ITB Documents and Sites:**
- 4.6.1 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 Procurement and Contracts Department of all conflicts, errors, or discrepancies in the ITB Documents.

- 4.6.2 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 unless it is expressly provided otherwise.
- 4.6.3 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.
- 4.6.4 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 further 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.
- 4.6.5 On request in advance, the City will provide each Bidder with access to the site to conduct explorations and tests as each Bidder deems necessary for submitting a bid. Upon completion of such explorations, the bidder shall fill all holes, clean up, and restore the site to its former condition or better.
- 4.6.6 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.
- 4.6.7 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.

#### **4.7 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 P.M. at least twelve (12) calendar days before the scheduled initial bid unsealing. 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, it will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the Purchasing

Agent assigned to this solicitation, Jeffrey English, at (954) 786-4098, or [Jeffrey.english@copbfl.com](mailto:Jeffrey.english@copbfl.com), 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.

#### **4.8 Contract Time:**

The initial term of this contract shall commence on the date the Commission approves the contract and shall continue in effect for three (3) years, unless terminated earlier in accordance with the terms of this Agreement. Upon the expiration of the initial term, the Contract may be renewed for up to two (2) additional one (1) year periods (“Renewal Terms”), provided that the Contractor provides written notice of its intent to renew at least 90 days before the expiration of the then-current term.

The Contractor must be able to coordinate and complete the projects within the scheduled time. The Contractor shall perform all services, deliverables, and work required under this Contract on an "on-call" basis, as requested by the City. The City shall issue task orders or work directives specifying each assignment's scope, schedule, and specific deliverables.

The Contractor shall respond to each task order or work directive within the time frame requested by the City or based on a schedule and shall complete the work within the timeframe specified in each task order or schedule.

- 4.9 Liquidated Damages:** Provisions for liquidated damages, if any, are outlined in Exhibit B - Contract General Conditions.

- 4.10 Indemnification:** All Bidders must enter in the “Line Items” tab of the City’s eBid System the amount of consideration required by the Bidder in return for the Bidder’s promise of indemnity contained in the General Conditions section of the ITB.

- 4.11 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.

#### **4.12 Subcontractors, Suppliers, and Others.**

- a. Each bid must identify the names and addresses of Subcontractors, Suppliers, and other persons and organizations, including those 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. Suppose the City has a reasonable objection to any proposed Subcontractor, Supplier, other person,

or organization. In that case, it may, before the Notice of Award is given, request the apparent lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If the evident lowest Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the City does not make 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.

#### **4.13 Bidder Acknowledgment (See SECTION 6)**

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

#### **4.14 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.
- c. Bid tabulations will be posted in the City's eBid System. Bid results **will not** be read to you over the phone.

#### **4.15 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 default date.

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

**4.17 Bids To Remain Subject To Acceptance**

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

**4.18 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.

**4.19 Execution of Contract:** When the City recommends awarding 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.

**4.20 Employment Eligibility:** By entering into a resulting contract with the City, the Contractor must 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 termination date. 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 termination date.

**4.21 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.

**4.22 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 a violation shall cause unilateral cancellation of the Contract.

**4.23 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.

**4.24 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, 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 the City to process payment, your invoice must reference the federal ID number. Please note the ID number on the Bid Response page.

**4.25 Waste Removal Services:** The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license, and privilege to provide non-hazardous solid waste collection, removal, and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris.

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

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

- 4.26. 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. If any employee is identified by the Proposer when completing the Attribute, they should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 4.27. 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. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following 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, 1010 NE 3 Avenue, Pompano Beach, FL 33060.
- 4.28. 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 in Procurement and Contracts and/or at <http://www.pompanobeachfl.ionwave.net>. If the date and time of the posting of ITB Recommendations/Tabulations are changed, each Bidder is responsible for ascertaining the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the Recommendation/Tabulations shall file a notice of intent to protest, in writing, within 72 hours after the posting of the ITB Recommendation/Tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of intent to 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. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following 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. The bid protest bond shall be returned upon payment of such costs and charges by the protestant. If the protester prevails, then the protester shall recover from the City all expenses 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.

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

## **SECTION 5 - LOCAL BUSINESS PROGRAM**

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

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

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity 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](http://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 the list of certified minority businesses in 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](https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd/certified_vendor_reports)

Suppose a Prime Contractor/Vendor cannot achieve the goal attainment of the Contract. In that case, 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 required goal for this ITB is ten percent (10%) for Local Vendor participation.**

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

## **SECTION 6 - BIDDER ACKNOWLEDGEMENT**

- 6.1 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.
- 6.2 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.
- 6.3 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 will be required by Bidder in order to perform and furnish the work at the 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 the City written notice of all conflicts, errors, or discrepancies that it has discovered in the ITB Documents, and the City's written resolution of these 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.

- 6.4. Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- 6.5. 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.

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

**SECTION 7 – ITB ATTRIBUTES (this is a TAB in the eBid system IonWave). PROVIDE THIS INFORMATION ELECTRONICALLY.**

**This TAB includes the following Attributes:**

1. Drug-Free Workplace
2. Conflict of Interest
3. Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)
4. Terms & Conditions
5. Acknowledgement of Addenda
6. Local Business Participation Percentage
7. Extension of prices, terms, and conditions to other governmental entities

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

**SECTION 8** – ATTACHMENTS (attachment in the eBid system IonWave)

1. Attachment A1 General Information
2. Attachment A2 Technical Specifications
3. Attachment B1 Maps and Well Database
4. Attachment E - References
5. Attachment H - W9
6. Attachment I - Construction Agreement (DRAFT)
7. Exhibit B - General Conditions
8. Exhibit C – Insurance Requirements
9. Attachment J - Bid Bond Form
10. Local Business Program Forms (forms A, B, C, and D)

**END OF THE INVITATION TO BID**

## Exhibit B – Cover Page

1. Supplier/Contractor's Response
2. Local Business Forms



## ITB25-56 Addendum 2

### All Webbs Enterprises Inc.

### Supplier Response

#### Event Information

Number: ITB25-56 Addendum 2  
Title: Well Rehabilitation and Maintenance  
Type: Invitation To Bid  
Issue Date: 10/9/2025  
Deadline: 12/3/2025 02:00 PM (ET)  
Notes: The City of Pompano Beach (the "City") is interested in receiving bids for Well Rehabilitation and Maintenance. The sole purpose and intent of this Invitation to Bid (ITB) is to secure firm, fixed pricing and establish a term contract for well maintenance for Water Utilities for the City of Pompano Beach.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. The CITY will consider the submittal of a bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. 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. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the

eBid System, on or before the date here stated. Proposals received after 2:00:00 P.M. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any bidder or lobbyist for a bidder is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System or the Purchasing Agent assigned to this solicitation in the Procurement and Contracts Department. No other member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this ITB. Any information that amends any portion of this ITB received by any method other than an Addendum issued to the ITB is not binding on the City of Pompano Beach.

## **Contact Information**

Contact: Michael Lee  
Address: Procurement and Contracts  
1010 NE 3 Avenue  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Email: michael.lee@copbfl.com

## All Webbs Enterprises Inc. Information

Contact: David Webb Jr  
Address: 309 Commerce Way  
Jupiter, FL 33458  
Phone: (561) 746-2079  
Fax: (561) 746-4199  
Email: allwebbs@allwebbs.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

David Webb Jr  
*Signature*

davidwebbjr@allwebbs.com  
*Email*

Submitted at 12/3/2025 10:45:17 AM (ET)

## Requested Attachments

### Attachment E - References

This form is to be completed and uploaded to the Response Attachments tab.

COMPLETED\_Attachment E -  
References (4).pdf

### Attachment H - W9 Request for Taxpayer Identification Number and Certification

This form is to be completed and uploaded to the Response Attachments tab.

COMPLETED\_Attachment H- AWE  
W-9 2026.pdf

### Attachment J - Bid Security Bond Form

Each bid requires a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. Bidder shall upload a copy of their bid bond or a copy of the certified check to the Response Attachments tab in the eBid System. The awarded bidder will be required to submit the original executed bid bond or cashier's check prior to the execution of the contract and before the commencement of any work.

COMPLETED\_Attachment J - Bid  
Bond Form.pdf

### Local Business Program Forms

Local Business Program Forms (A, B, C, and D) from the attachments tab are to be completed and uploaded to this tab.

COMPLETED\_Local Business  
Program Forms.pdf

### Attachment B2 Line-Item Pricing

Use this form to submit the Line-item pricing

Attachment B2 Line-Item Pricing -  
Revised.xlsx

## Response Attachments

### Pompano Proposals.pdf

Proposals IV-1 through IV-6

### Pompano Qual Package.pdf

All Webb's qualification package

## Bid Attributes

### 1 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE  
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.  
PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
  - (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
  - (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
  - (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

Yes

### 2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

No

### 3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

<b>4</b>	<b>Terms &amp; Conditions</b> Check the box indicating you agree to the terms and conditions of this solicitation. <input checked="" type="checkbox"/> Agree
----------	--

<b>5</b>	<b>Acknowledgement of Addenda</b> Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. <input checked="" type="checkbox"/> Yes
----------	--

<b>6</b>	<b>Local Business Participation Percentage</b> If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses. <input type="text" value="10%"/>
----------	--

<b>7</b>	<b>Extension of prices, terms and conditions to other governmental entities</b> If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu. <input type="text" value="Yes"/>
----------	--

**Bid Lines**

<b>1</b>	<i>Package deleted as part of an Addendum</i>
<b>2</b>	<i>Package deleted as part of an Addendum</i>
<b>3</b>	<i>Package deleted as part of an Addendum</i>
<b>4</b>	<i>Package deleted as part of an Addendum</i>

**Response Total: 0**



Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
------	-------------	------	--------------------	------------	----------------

Firm's Address 309 Commerce Way, Jupiter, FL 33458 Bidders Contact Information:  davidwebbjr@allwebbs.com

Date: 12/3/2025 Signature: 

\_\_\_\_\_  
 \_\_\_\_\_

(The Total Bid Price is to be written in numerical figures above. In case of discrepancies or errors, the unit price shown for each bid item shall govern and the corrected Total Bid Price shall be calculated as such.)



**All Webb's Enterprises, Inc.**

**Cost Proposal IV-1 Replacement of Column Pipe (Per Well)**

**City of Pompano Beach Water Well Rehabilitation Project**

**Date:** December 1, 2025

**Prepared By:** All Webb's Enterprises, Inc.

---

### Scope of Work

All Webb's Enterprises, Inc. proposes to furnish and install new column pipe per well as part of the ongoing well rehabilitation program for the City of Pompano Beach. This includes the removal and disposal of existing column piping, supply of new materials, complete installation, alignment, and performance verification.

---

### Itemized Cost Breakdown – Per Well

Item Description	Unit	Quantity (Est.)	Unit Price	Total
Mobilization / Demobilization	Lump Sum	1	\$3,500.00	\$3,500.00
Removal of Existing Column Pipe	Per Foot	80 ft	\$12.00	\$960.00
Furnish New Column Pipe (6" Certalok)	Per Foot	80 ft	\$45.00	\$3,600.00
Couplings, Line Shaft Bearings & Accessories	Lump Sum	1	\$1,500.00	\$1,500.00
Installation of New Column Pipe	Per Foot	80 ft	\$18.00	\$1,440.00
Alignment and Final Testing	Lump Sum	1	\$1,000.00	\$1,000.00

**Subtotal (Per Well) \$12,000.00**

**Contingency (5%) \$600.00**

**Total Estimated Cost (Per Well) \$12,600.00**

---



## Notes

- Pricing is based on a typical installation depth of 80 linear feet per well; actual lengths will be field-verified.
  - All work includes materials, labor, equipment, and incidentals.
  - Materials conform to applicable AWWA standards for potable water well installations.
  - Additional work due to unforeseen site conditions will be discussed and approved prior to execution.
-



**All Webb's Enterprises, Inc.**

**Cost Proposal IV-2 Furnish and Install New Stilling Well  
City of Pompano Beach Water Well Rehabilitation Project**

**Date:** 12/1/2025

**Prepared By:** All Webb's Enterprises, Inc.

---

### **Scope of Work**

All Webb's Enterprises, Inc. proposes to furnish and install one (1) new stilling well as part of the City of Pompano Beach Water Well Rehabilitation Project. The stilling well will serve as a conduit for accurate water level measurements and monitoring, designed and constructed to meet applicable standards for municipal water supply systems. Scope includes fabrication, installation, anchoring, and integration of the stilling well into the existing well system.

---

### **Itemized Cost Breakdown**

<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Mobilization / Demobilization	Lump Sum	1	\$1,000.00	\$1,000.00
Furnish 1" PVC Schedule 80 Stilling Well Piping	Per Foot	60 ft	\$10.00	\$600.00

**Subtotal \$1,600.00**

**Contingency (5%) \$80.00**

**Total Estimated Cost \$1,680.00**

---

### **Notes**

- Proposed stilling well is designed using Schedule 80 PVC; material substitutions (e.g., stainless steel) available upon request.
  - Pricing includes all labor, equipment, and materials.
  - All work will conform to applicable city and state construction and safety codes.
  - Final as-built documentation and testing results will be submitted upon project closeout.
  - Additional charges may apply for unexpected site conditions or modifications requested by the City.
-



**All Webb's Enterprises, Inc.**

**Cost Proposal IV-3 Furnish and Install New Pump, Motor, Stainless Steel Safety Cables & Accessories**

**City of Pompano Beach Water Well Rehabilitation Project**

**Date:** 12/1/2025

**Prepared By:** All Webb's Enterprises, Inc.

### Scope of Work

All Webb's Enterprises, Inc. proposes to furnish and install a complete new pumping system for one (1) potable water production well as part of the City of Pompano Beach's Water Well Rehabilitation Project. The installation will consist of either a **vertical turbine pump** or a **submersible pump**, depending on site-specific well characteristics and City preferences. The system will include a new motor, stainless steel safety cables, and all associated fittings and hardware required for full functionality and compliance with municipal water standards.

### Itemized Cost Breakdown – Per Well

Item Description	Unit	Quantity	Unit Price	Total
Mobilization / Demobilization	Lump Sum	1	\$3,000.00	\$3,000.00
Furnish New SS Goulds Vertical Turbine or Submersible 6" Pump and 8" motor (60 HP)	Lump Sum	1	\$60,500.00	\$60,500.00
Furnish Stainless Steel Safety Cables & Hardware	Lump Sum	1	\$2,500.00	\$2,500.00
Pump & Motor Installation	Lump Sum	1	\$4,750.00	\$4,750.00
Alignment, Testing & Start-Up Services	Lump Sum	1	\$1,500.00	\$1,500.00

**Subtotal (Per Well) \$72,250.00**

**Contingency (5%) \$3,612.50**

**Total Estimated Cost (Per Well) \$75,862.50**



---

## Notes

- Final pump type (vertical turbine or submersible) to be selected in coordination with the City based on well depth, diameter, capacity, and performance requirements.
  - All components meet or exceed AWWA and FDEP standards for potable water applications.
  - Installation includes all necessary mechanical fittings, shafting (if turbine), cable securing, and start-up diagnostics.
  - A pump curve, motor specification sheet, installation record, and warranty documentation will be provided at project closeout.
  - Electrical wiring beyond the motor starter/disconnect is assumed to be provided by others unless otherwise specified.
-



**All Webb's Enterprises, Inc.**

**Cost Proposal IV-4 Disassembly, Inspection, and Reassembly of Well Pump (In-Shop Services)**

**City of Pompano Beach Water Well Rehabilitation Project**

**Date:** 12/1/2025

**Prepared By:** All Webb's Enterprises, Inc.

---

### **Scope of Work**

1. Receive and log pump assembly into shop
  2. Full disassembly of pump bowls, column assembly, bearings, shafting, motor adapter, and related components.
  3. Cleaning and inspection of all parts for wear, corrosion, mechanical damage, and serviceability.
  4. Documentation of inspection findings, including recommended repairs or parts replacement (if required).
  5. Reassembly of pump using customer-approved parts and procedures.
  6. Bench testing / spin test (if applicable).
  7. Preparation for return shipment or pickup.
- 

### **Labor - Itemized Cost Breakdown**

<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Pump Disassembly	HR	6	\$135	\$810
Cleaning & Inspection	HR	4	\$135	\$540
Reassembly	HR	6	\$135	\$810
Bench Testing	LS	1	\$500	\$500

### **Total Estimated Cost**

**\$2,660 + cost of replacement parts as necessary**

(Final cost may vary depending on inspection results and customer-approved part replacements.)

### **Assumptions & Exclusions**

- No field labor or removal/installation is included.
- Replacement parts are not included unless approved by the customer after inspection.



**All Webb's Enterprises, Inc.**

**Cost Proposal IV-5 Pump and Motor Maintenance (In-Shop Services)**

**City of Pompano Beach Water Well Rehabilitation Project**

**Date:** 12/1/2025

**Prepared By:** All Webb's Enterprises, Inc.

---

## **Scope of Work**

### **Pump Maintenance Scope**

1. Receive and log pump and motor assembly into shop
2. Disassemble pump bowls, impellers, column assembly, bearings, and shafting
3. Clean components using solvent tank and mechanical cleaning methods
4. Inspect for wear, corrosion, pitting, mechanical damage, and tolerances
5. Document findings & prepare repair recommendations
6. Reassemble pump with new or approved replacement parts
7. Check alignment and balance
8. Spin/bench test (where applicable)
9. Prepare assembly for return shipment or pickup

### **Motor Maintenance Scope**

1. External cleaning and debris removal
2. Motor disassembly, inspection, and bearing removal
3. Rotor, stator, winding, housing, and shaft inspection
4. Megger test & winding resistance test
5. Install new bearings
6. Reassemble, lubricate, rotation check
7. Documentation of findings

## **Cost Breakdown**

Labor Rate Used: \$135/hr (Shop Labor)

---

### **Labor – Pump**

<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Pump Disassembly	HR	6	\$135	\$810
Cleaning & Inspection	HR	4	\$135	\$540



Item Description	Unit	Quantity	Unit Price	Total
Pump Reassembly	HR	6	\$135	\$810
Spin / Bench Testing	HR	2	\$135	\$270

**Labor – Pump - Subtotal: \$2,430**

### **Labor - Motor**

Item Description	Unit	Quantity	Unit Price	Total
Motor Disassembly	HR	4	\$135	\$540
Electrical Testing (Megger, resistance)	HR	2	\$135	\$270
Runout / Rotation Check	HR	1	\$135	\$135

**Labor – Motor - Subtotal: \$945**

### **Total Estimated Cost**

**\$3,375 + cost of replacement parts as necessary**

(Final cost may vary depending on inspection results and customer-approved part replacements.)

### **Assumptions & Exclusions**

- No field services (removal/installation) included.
- Pump replacement parts quoted after inspection.
- No motor rewind or machining included.
- Customer responsible for transport unless arranged.
- Additional work requires written approval.



**All Webb's Enterprises, Inc.**

**Cost Proposal IV-6 Additional Well Related Work Not Included Above  
City of Pompano Beach Water Well Rehabilitation Project**

**Date:** 12/1/2025

**Prepared By:** All Webb's Enterprises, Inc.

---

### **Scope of Work**

Cost proposals for work not included as part of the ITB bid form will be presented as needed.

**City of Pompano Beach Well Rehabilitation and Maintenance**

**ITB25-56 Addendum 2**

**All Webb's Enterprises, Inc. Proposal and Qualifications**

**December 2, 2025**





## **Table of Contents**

<b>Section</b>	<b>Page</b>
Letter of Interest	2
Understanding the Project	3
Organizational Chart	4
Statement of Skills and Experience of Project Team	5
References	20
Litigation	21
Scheduling	22
Overall Methodology	23
Conflict of Interest Letter	25



December 1, 2025

All Webb's Enterprises, Inc  
309 Commerce Way  
Jupiter, FL 33458

RE: Letter of Interest

All Webb's Enterprises, Inc. (AWE) appreciates the opportunity to provide well driller qualifications for consideration to award the City of Pompano Well Rehabilitation and Maintenance Project. AWE is interested in being selected as a contractor to provide as-needed services associated with the scope of the project to include: Maintenance of monitoring and production wells, capacity testing, well abandonments, well acidizations, new well construction, and replacement of pumps/motors/appurtenances at various well locations throughout the City of Pompano Beach.

Company Information

Firm Corporate Name: All Webbs Enterprises, Inc.  
EIN #: 59-2418764  
Companay Address: 309 Commerce Way, Jupiter, FL 33458  
Telephone: 561-746-2079

Please direct correspondence associated with this proposal to:

David Webb Jr.  
Vice President  
davidwebbjr@allwebbs.com



## **Understanding the Project**

All Webbs Enterprises (AWE) understands that The City of Pompano Beach relies on a network of supply and monitoring wells that serve as a critical component of the municipal water system. Over time, these wells, well pumps and appurtenances, experience natural degradation due to factors such as biofouling, mineral encrustation, corrosion, and mechanical wear. If selected as a contractor, AWE's involvement in the project is to restore the efficiency, capacity, and longevity of selected wells, ensuring the continued delivery of high-quality water to residents and businesses.

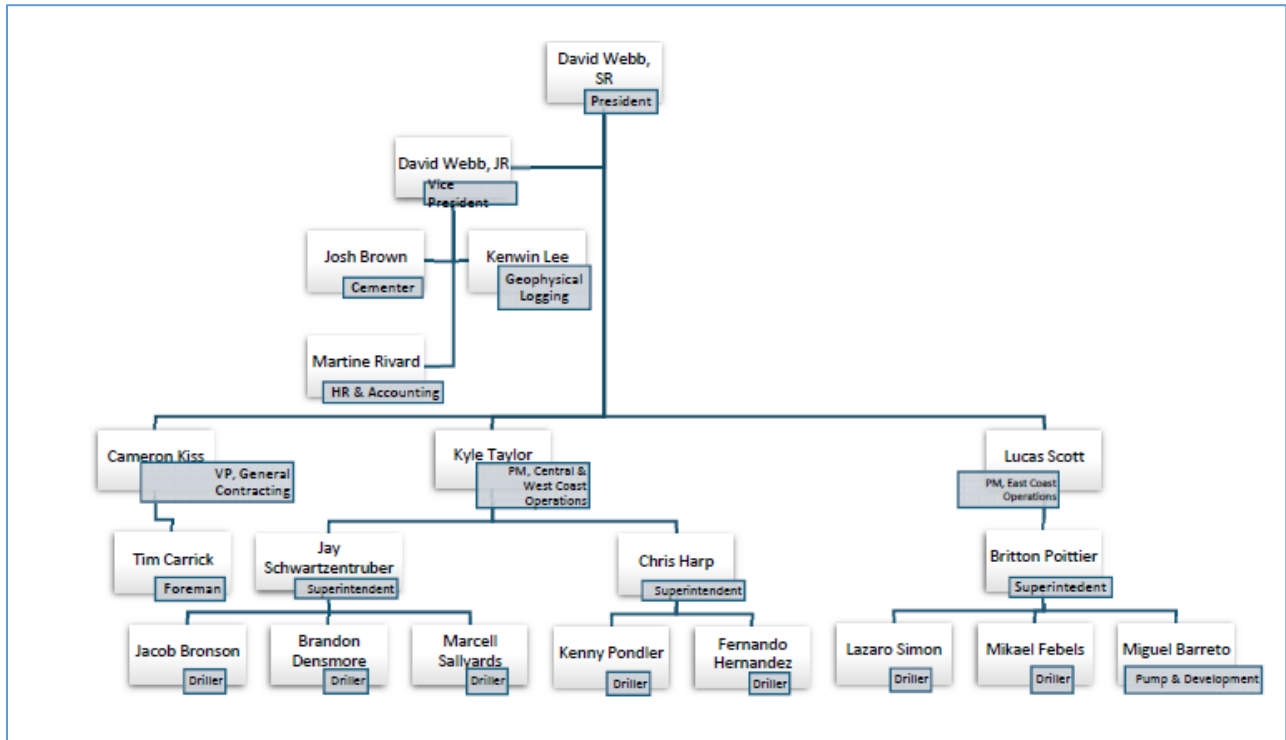
The project's primary objective is to rehabilitate one or more production wells to return them to optimal operating condition. This involves a comprehensive evaluation of existing well performance, implementation of mechanical and chemical cleaning methods, potential replacement or repair of pumps and column piping, and re-development of the wells to remove obstructions or deposits that impede flow. In some cases, video inspections, step-drawdown testing, and aquifer performance evaluations may also be required.

Key considerations in this project include maintaining water quality standards during and after rehabilitation, minimizing system downtime, and ensuring environmental compliance throughout all phases. Coordination with City staff, timely communication, and adherence to regulatory requirements from agencies such as the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP) are essential to the project's success.

By undertaking this rehabilitation effort, the City of Pompano Beach is proactively investing in the resilience and reliability of its water infrastructure to meet current demands and accommodate future growth.



## Organizational Chart





December 1, 2025

All Webb's Enterprises, Inc  
309 Commerce Way  
Jupiter, FL 33458

RE: Project Team Organization

All Webb's Enterprises is managed and directed by the Vice President, David Webb, Jr. Through Mr. Webb, all project managers (Kyle Taylor, Cameron Kiss, and Lucas Scott) conduct business development, initiate, operate and complete all projects.

Operationally, superintendents manage field crews and communicate needs to the management team in order to successfully execute projects. Geophysical logging coordination is also managed through the company project managers and performed by Mr. Kenwin Lee. An organizational chart is provided on the previous page, accompanied by the resumes, qualifications, and projects of relevant scope for key personnel that will perform work on the City of Pompano Beach Rehabilitation Project.



Resume of David W. Webb, Jr

**DAVID W. WEBB, JR., E.I.**  
**VICE PRESIDENT/PROJECT MANAGER**

309 Commerce Way

Jupiter, FL 33458

Ph: (561) 718-5092

Email: [davidwebbjr@allwebbs.com](mailto:davidwebbjr@allwebbs.com)

**EDUCATION**

**Master of Science in Environmental Engineering (M.S. Env. E.) 2004**

University of Central Florida (UCF) - *Solid waste, air pollution, water and wastewater treatment with emphasis on water treatment. THESIS: Nitrification in Pilot Distribution Systems*

**Bachelor of Science in Civil Engineering (B.S.C.E) 2001**

UCF - *General civil courses with water resources and water treatment design courses.*

**Automotive Service Technology 2000**

Seminole Community College – *Fundamentals of automobile systems and repair.*

**PROFESSIONAL EXPERIENCE**

**All Webb's Enterprises, Inc. (2003-present)**

- Engineer/Operations Manager/Cementer/Logger/Vice President  
*Fleet and equipment maintenance, human resources, system engineering, purchaser, maintenance supervisor, cementing and logging specialist.*

**University of Central Florida (2001-2003)**

- Graduate Research Assistant  
*\$3,000,000 AWWArF & Tampa Bay Water Drinking Water Research Project - site construction, vehicle fleet maintenance, pilot water treatment systems operation, water quality analysis, site supervision and research presentation.*

**All Webb's Enterprises, Inc. (1996-2001)**



- Cost Estimator/Field Engineer

*Water Well Construction, Rehabilitation, and Testing – project cost estimation, resource location and procurement, scheduling, site construction, maintenance, and sales.*

*David Webb has performed acidization work on Projects 6, 8, 9, 10 and 11 as listed in the Well Installation and Acidization Bidder References provided in Submittal No. 1.*

#### **SKILLS AND QUALIFICATIONS**

- MS Office, AutoCAD, Water CAD, Sigma Plot
- Initiative –Volunteered to maintain fleet of research vehicles for the life of project.
- Team Player – Group of 14 students successfully carried research tasks over 2 years.

#### **PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS**

- Florida Engineer Intern (EIT)
- FSAWWA Member
- Certified US EPA Automotive A/C
- Radioactive License
- FGWA Member



309 Commerce Way, Jupiter, Florida 33458

## Kyle Taylor Project Manager

---

### Professional Qualifications

Mr. Taylor is a Project Manager with 10 years of groundwater resources, geotechnical, and environmental experience, with extensive construction oversight for injection well projects throughout the United States with focus in the State of Florida. Mr. Taylor specializes in construction and rehabilitation of production, monitoring and injection wells and has provided services for planning, design, permitting and construction of monitoring, production and deep injection wells as a consultant and drilling contractor.

### Education:

BS, Geology, University of South Florida, 2014

### Additional Training/Continuing Education:

OSHA 40-Hour Hazardous Waste Operations (HAZWOPER) Health and Safety Training  
OSHA 30-Hour Construction Safety Training

Florida Phosphate Mine Producer

DBIDS Department of Defense Certified Contractor

### Experience and Background

**March 2023 to Present**

**All Webbs Enterprises, Inc., Jupiter, Florida**

Mr. Taylor is a project manager at All Webbs Enterprises, Inc. As of 2023, Mr. Taylor oversees permitting, client services, business development, project management and planning for multiple projects in Florida ranging in size from MIT's to Class I UIC Injection Wells.

**January 2020 to March 2023**

**ASRus, LLC, Tampa, Florida**



Mr. Taylor served as a Lead Hydrogeologist on various projects involving Class I municipal and industrial injection wells, aquifer recharge, ASR, reuse, and water supply projects throughout Florida.

**October 2017 to January 2020**

**JACOBS (formerly CH2MHill), Tampa, Florida**

Mr. Taylor served as a Hydrogeologist on various Class I municipal and industrial projects in the State of Florida. Additionally, Mr. Taylor was a lead Geologist on multiple Geotechnical and Environmental drilling and remediation projects including military installments, EPA superfund sites, DOW Chemical plant, and former nuclear missile test sites throughout the United States and Puerto Rico.

**December 2014 to October 2017**

**Mortensen Engineering Inc, Tampa, Florida**

Mr. Taylor served as a field Geologist drilling Geotechnical borings for projects ranging in size of residential properties to 10,000 acres plus developments to downtown high-rise buildings. MR. Taylor was proficient in operating drill rigs and heavy machinery.



## Representative Projects

### Project Manager as a Water Well Drilling Contractor:

- **SFWMD L63N LOWRP ASR Well System, 2023-Present, Okeechobee, Florida** – One APPZ, UFA, and shallow monitor well system with extensive hydrogeologic testing as a Class 5 UIC Well system.
- **PBCWUD SRWRF DZMW-2 Construction/DZMW-1 Plug and Abandonment, 2023-Present, Boynton Beach, Florida** – Managed the plugging and abandonment of an existing dual zone monitor well and construction of one dual zone monitoring well for the Palm Beach County water use department.
- **Reedy Creek Improvement District (RCID) Well No. 6 & 9, 2023, Orlando, Florida** – Managed the pulling and replacement of two Upper Floridan Aquifer (UFA) Production well pump systems including chlorination and BacT sampling.

### Lead Hydrogeologist as a Water Resource Consultant:

Performed work as a lead Hydrogeologist in the construction, testing, permitting, and reporting of Class I deep injection wells:

- **Tampa Electric Company (TECO) Big Bend Injection Well System, 2020-2022, Hillsborough County, Florida.**
- **Manatee County Utilities (MCU) Class I Injection Well System, 2017-2018, Parrish, Florida.**
- **Lee County Utilities (LCU) Class I Injection Well System, 2018-2019, North Lee County, Florida.**

Additional representative work as a Lead Hydrogeologist:

- **SFWMD LFA Exploratory Well, 2017-2022, Polk County, Florida.**
- **South Hillsborough Aquifer Recharge Well Project (SHARP), 2020-2022, Hillsborough County, Florida.**

### Lead Geologist as Geotechnical and Environmental Consultant:

- Former Atlas Nuclear Missile Propulsion Site; TCE Delineation Wells, Cheyenne, Wyoming.
- Picher Lead Mine EPA Superfund Site; Mine Shaft Drilling and Lead Delineation Investigation, Picher, Oklahoma.
- Camp Lejeune MCB Bio-Augmentation Wells, Jacksonville, North Carolina.
- Atlantic MCOLF PFAS Delineation wells, Atlantic, North Carolina.
- NAPR VOC Delineation Wells, Fajardo, Puerto Rico.
- Foundation, Sinkhole, and Environmental Delineation, West Coast and Central Florida.



309 Commerce Way, Jupiter, Florida 33458

**Lucas Scott, P.G.**  
**Project Manager**

---

### **Professional Qualifications**

Mr. Scott is a Florida registered professional geologist with more than 10 years of groundwater resources and water treatment systems experience, with extensive construction oversight for injection well projects throughout South and Central Florida. Mr. Scott specializes in construction and rehabilitation of production, monitoring and injection wells and has provided services for planning, design, permitting and construction of monitoring, production and deep injection wells.

### **Education:**

BS, Geology, Florida International University, 2013

Additional studies: FIU Applied Research Center, Department of Energy Fellowship, 2013-2014

### **Additional Training/Continuing Education:**

OSHA 24-Hour Hazardous Waste Operations (HAZWOPER) Health and Safety Training  
OSHA 10-Hour Construction Safety Training

United States Coast Guard (USCG) Marine Science Technician "A"  
School 8-Hour Confined Space Training, USCG

Water Treatment Plant Operations Class D Training Course - University of Florida

### **Registrations/Certifications:**

Registered Professional Geologist:

- State of Florida, 2021

### **Experience and Background**

**September 2022 to Present**

**All Webbs Enterprises, Inc., Jupiter, Florida**



Mr. Scott is a project manager at All Webbs Enterprises, Inc. As of 2022, Mr. Scott oversees permitting, client services, business development, project management and planning for multiple projects in Southeast Florida.

**June 2021 to September 2022 and September 2015 to June 2017**  
**CDM Smith, Miami, Florida**

Mr. Scott served as a project geologist providing geologic consulting and technical services for the construction and mechanical integrity testing of Class I and Class V Injection well systems in South Florida.

**September 2020 to May**  
**2021 ASRus, LLC.**

Mr. Scott served as a project hydrogeologist performing field oversight, technical writing, and permitting services for construction of Class I/V deep injection wells throughout Central Florida and the Gulf Coast.

**June 2017 to July 2020**

**Atlantic Sapphire USA, Miami, Florida**

Mr. Scott served as the water infrastructure manager and was responsible for the construction, testing, and O&M of the various well systems (deep injection, production, closed-loop refrigeration, and monitoring wells); managed/operated/maintained the freshwater and saltwater treatment systems; maintained compliance records for the injection well system.

**January 2014 to August 2015**  
**MWH, Sunrise, Florida**

Mr. Scott served as an associate hydrogeologist performing construction oversight for production and injection well systems, tasked with performing and analyzing aquifer performance test data, modeling, mechanical integrity testing of deep injection wells and technical support for permitting and completion reports.

**September 2012 to August 2020**

**United States Coast Guard Reserve, Miami, Florida**

Mr. Scott served as a Marine Science Technician, petty officer third class, as a qualified pollution responder.

## **Representative Projects**

**Well Rehabilitations, SWWF/NWWF/Snapper Creek Wellfields, Miami-Dade Water and Sewer Department (MDWASD), Miami, Florida** - Managed the rehabilitation to include inspection, brushing, air/pump development, acidization and disinfection, of production wells between 24-inch and 42-inch in diameter.



**Mechanical Integrity Testing, South/North District Wastewater Treatment Plants and South Miami Heights, 2023, Miami-Dade Water and Sewer Department (MDWASD), Miami, Florida** – Managed the Internal/external mechanical integrity testing and brushing of 25 deep injection wells at the North/South District Wastewater Treatment Plants and South Miami Heights Water Treatment Plant.

**Plug and Abandon Floridan Aquifer (FA) Monitoring Wells and Install Replacement FA Wells, South District Wastewater Treatment Plant, 2022, Miami-Dade Water and Sewer Department (MDWASD), Miami, Florida** – Managed the plugging and abandonment of eight monitoring wells and construction of three replacement single zone monitoring wells as part of the SDWWTP injection well system expansion.

**Toho Water Authority Concentrate Disposal Well (CDW), 2021, Cypress Lake, Florida** – Performed work as a project geologist for the testing and construction of the Toho Water Authority concentrate disposal well as part of the Cypress Lake Lower Floridan Aquifer alternative water supply (AWS) project.

**Tampa Electric Company (TECO) Big Bend Injection Well System, 2020, Hillsborough County, Florida** – Performed work as a project geologist with ASRus in the construction and testing of the deep injection well IW-1 at TECO's Big Bend facility in support of meeting compliance requirements for disposal of flue gas desulfurization (FGD) processes, bottom fly ash transport water and other wastewaters.

**Atlantic Sapphire USA, 2017-2019, Recirculating Aquaculture Facility, Homestead, Florida** – Atlantic Sapphire USA is one of the largest land-based recirculating aquaculture facilities in the world. Mr. Scott was employed as a project geologist in support of the development, construction and testing of two Biscayne Aquifer production wells, one Upper Floridan brackish water supply well, one Mid-Floridan saltwater supply well, eight Biscayne Aquifer refrigeration wells for the facility chiller cooling loop; one deep injection well and single zone monitoring well for the disposal of wastewater.

**South Miami Heights Water Treatment Plant Injection Well System and Upper Floridan Aquifer Test Production Well Program, 2015, Miami-Dade Water and Sewer Department (MDWASD), Miami, Florida** – Performed work as a hydrogeologist with CDM Smith overseeing the construction and testing of the SMHIIW-1 deep injection well system (injection well and dual zone monitoring well) and three Upper Floridan Test Production Wells as part of the South Miami Heights WTP project.

**Toho Water Authority Concentrate Disposal Well (CDW), 2021, Cypress Lake, Florida** – Performed work as a project geologist for the testing and construction of the Toho Water Authority concentrate disposal well as part of the Cypress Lake Lower Floridan Aquifer alternative water supply (AWS) project.

**Tampa Electric Company (TECO) Big Bend Injection Well System, 2020, Hillsborough County, Florida** – Performed work as a project geologist with ASRus in the construction and testing of the deep injection well IW-1 at TECO's Big Bend facility in support of meeting compliance requirements for disposal of flue gas desulfurization (FGD) processes, bottom fly ash transport water and other wastewaters.



**Atlantic Sapphire USA, 2017-2019, Recirculating Aquaculture Facility, Homestead, Florida -**

Atlantic Sapphire USA is one of the largest land-based recirculating aquaculture facilities in the world. Mr. Scott was employed as a project geologist in support of the development, construction and testing of two Biscayne Aquifer production wells, one Upper Floridan brackish water supply well, one Mid-Floridan saltwater supply well, eight Biscayne Aquifer refrigeration wells for the facility chiller cooling loop and one deep injection well and single zone monitoring well for the disposal of wastewater.

**South Miami Heights Water Treatment Plant Injection Well System and Upper Floridan Aquifer Test Production Well Program, 2015, Miami-Dade Water and Sewer Department (MDWASD), Miami, Florida -** Performed work as a hydrogeologist with CDM Smith overseeing the construction and testing of the SMHIIW-1 deep injection well system (injection well and dual zone monitoring well) and three Upper Floridan Test Production Wells as part of the South Miami Heights WTP project.

**Central District Wastewater Treatment Plant CDIIW-1 Deep Injection Well, 2014, Miami-Dade Water and Sewer Department (MDWASD), Miami, Florida -** Performed work as an associate hydrogeologist with MWH overseeing the exploratory phase of the CDIIW-1 deep injection well to 10,000 feet below land surface and accompanying dual zone monitoring well. The project was developed to determine the potential for an alternative injection interval for high-volume municipal wastewater disposal in Cretaceous formations beneath the Floridan aquifer.



**Jay Swartzentruber**  
**Drilling Superintendent**

9010 Alfred Blvd  
Punta Gorda, FL 33982

561-718-8660

Skills

- **40 years experience in the drilling industry, 16 years with Youngquist Brothers, Inc. specializing in deep injection wells, project management experience with many types of drilling rigs, cementing, packer testing coring, reverse air and mud rotary drilling, pump and injectivity test safety committee.**



## Experience

### **All Webbs Enterprises, Inc. Jan 2009 to Present**

**Okeechobee Landfill Deep Injection Well 2009-2010**  
**Venice Gardens Deep Injection Well 2010**  
**City of Cooper City Deep Injection Well Modification 2010**  
**Orange County Utilities UIC Exploratory Well 2021-2022**  
**Modify Annular Monitoring System-Sarasota County 2010**  
**CHI-1 Monitor Well- MDWASD**  
**2009**  
**NCRRF IW -1 Rehabilitation –Solid Waste Authority**  
**2009**

### **Youngquist Bothers, Inc. 1993-2008**

**Monitor Well -Plantation**  
**2008**  
**Class I Injection Well and Monitor Well-Cape Coral**  
**2008**  
**Class I Injection Well and Monitor Well-Delray Beach**  
**2008**  
**Class I Injection Well-Oldsmar**  
**2007**  
**Floridan Aquifer Well-City of Fort Lauderdale**  
**2007**  
**Two Class I Injection Wells and a Monitor Well MWH Constructors, Inc**  
**Cape Coral**  
**2008**  
**Two Monitor Wells-Cape Coral**  
**2007**  
**Class I Injection Well -Cape Coral**  
**2008**  
**Class I Injection Well-Port Charlotte**  
**2007**  
**Class I Injection Well and Monitor Well-Wellington**  
**2006**  
**Class I Injection Well and Monitor Well-Palm Bay**  
**2005**  
**Class I Injection Well and MIT-Jensen Beach**  
**2005**



Jay Swartzentruber

---

**Class I Injection Well-South Collier County  
April 2005**

**Class I Injection Well-North Miami Beach  
2005**

**Class I Injection Well and Monitor Well- St. Lucie West Services District  
2005**

**Class I Injection Well and Monitor Well-Fort Pierce  
2005**

**One Class I Injection Well and Two Monitor Wells-West Palm Beach  
2004**

**Two Class I Injection Wells and Two Monitor Wells-Port St. Lucie  
2004**

**Class I Injection Well and Two Monitor Wells-Boca Grande  
2002**

**Class I Injection Well and Monitor Well-Fort Myers  
2002**

**Class I Injection Well and Monitor Well-Lee County  
2002**

**More available upon request.**

[jayswartz@allwebbs.com](mailto:jayswartz@allwebbs.com)



Resume of Kenwin Lee



**KENWIN LEE**

**MIT SUPERVISOR  
GEOPHYSICAL LOGGER**

**309 Commerce Way  
Jupiter, FL 33458**

**561-902-7083**

Email: [kenwinlee@aol.com](mailto:kenwinlee@aol.com)

## **PROFESSIONAL EXPERIENCE**

### **All Webb's Enterprises, Inc. July 2008-present**

Performs all aspects of geophysical logging services and television survey.

### **Youngquist Brothers, Inc. 1994 to July 2008**

Performed all aspects of geophysical logging and television survey.

### **Baroid and Halliburton in Trinidad 1978 to 1994**

Trained in radioactive tracer surveys and neutron density logs.

## **SKILLS AND QUALIFICATIONS**

- 30 years of experience
- Radiation Safety for Geophysical Loggers
- Recognized and respected by Engineers and FDEP
- Performed hundreds of radioactive tracer surveys



- Performed hundreds of geophysical logs and television surveys
- Department of Health certified
- MS Office, Logging Software Warrior

## **PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS**

- Radioactive License



## Relevant Projects

- 1. Miami Dade Water & Sewer Department, Well Rehabilitation Projects – Awards range from \$700,000 to \$1.1 Million**  
Multiple production well rehabilitations at the Northwest, Southwest and Snapper Creek Wellfields.  
Maria Macfarlane, MDWASD  
(786) 552-8469
- 2. City of Deerfield Beach, Injection Well Rehabilitation – Award \$1.08 Million**  
Inspect, brush, acidize, clean, develop and test the City's deep injection well. Angela Giuliano, PG/Hazen and Sawyer  
954-987-0066
- 3. WM, Medley Landfill IW-1 Mechanical Integrity Testing – Award \$116,000**  
Inspect, brush/swab casing and test integrity of injection well at WM Medley Landfill.  
Michael Weatherby/ HydroGeo Consulting  
(813) 340-3887

## Additional References and Contact Information

- 1. City of Melbourne Production Wells**  
Jason Mills  
Principle Hydrogeologist for CDM Smith  
900 East Strawbridge Avenue  
Melbourne, FL 32901  
[millsjm@cdmsmith.com](mailto:millsjm@cdmsmith.com)
- 2. Orlando Utilities Commission Deep Exploratory Well**  
Josh Fuller  
Senior Hydrogeologist for JACOBS  
100 West Anderson Street  
Orlando, FL  
(828) 506-8575  
[josh.fuller@jacobs.com](mailto:josh.fuller@jacobs.com)
- 3. SFWMD LOWRP ASR Test Wells**  
Caroline Stantec  
Senior Hydrogeologist for Stantec  
2056 Vista Parkway, Suite 100  
WPB, FL 33411  
(561) 310-6859  
[Ncaroline.smith@stantec.com](mailto:Ncaroline.smith@stantec.com)
- 4. PBCWUD DZMW-2**  
Jon Friederichs  
Principle Hydrogeologist for JLA Geosciences  
17011 NE 19<sup>th</sup> Ave  
NMB, FL 33162  
(561) 459-9355  
[jfriederichs@jlageosciences.com](mailto:jfriederichs@jlageosciences.com)



December 1, 2025

All Webb's Enterprises, Inc  
309 Commerce Way  
Jupiter, FL 33458

RE: Litigation History

AWE is not currently involved in litigation nor has any litigation history since the inception of All Webb's Enterprises, Inc in 1983.



## **Project Scheduling**

All Webb's Enterprises, Inc. has established a strong reputation across Florida and the southeastern United States for completing complex water well and drilling projects on time and within scope. With over four decades of experience in municipal, industrial, and environmental drilling, the company has developed a project delivery model that emphasizes precision scheduling, proactive planning, and responsive project management.

Central to All Webb's success is its in-house team of highly experienced professionals—including licensed drillers, engineers, and geologists—who oversee every phase of work, from permitting and mobilization to final testing and reporting. This hands-on approach allows the company to anticipate challenges, resolve unforeseen issues quickly, and minimize downtime across all job sites.

The project management team, led by seasoned professionals such as Kyle Taylor, and Lucas Scott, ensures each project is executed in strict alignment with client timelines and regulatory deadlines. Their coordination with subcontractors, vendors, and local agencies supports streamlined workflows and reliable communication throughout the project life cycle.

All Webb's maintains a full fleet of modern drilling rigs, support vehicles, and specialized equipment, ensuring immediate deployment and reduced reliance on third-party resources. Their adherence to industry best practices and comprehensive safety protocols further contributes to uninterrupted operations and timely project delivery.

Whether working on large-scale municipal wellfields or emergency rehabilitation projects, All Webb's Enterprises demonstrates a consistent track record of delivering high-quality results—on time, every time.



## **Overall Approach and Methodology**

All Webb's Enterprises, Inc. brings over 40 years of specialized experience in water well construction, rehabilitation, and maintenance across Florida. Our approach to the City of Pompano Beach Water Well Rehabilitation Project is rooted in technical expertise, efficient project execution, and a commitment to regulatory compliance and environmental stewardship.

### **1. Pre-Construction Planning and Coordination**

Our project team will begin by conducting a thorough review of the well data provided by the City. We will coordinate a detailed site assessment, confirm all well specifications, and evaluate existing conditions through video inspections, pump performance data, and historical drawdown records. Close communication with City staff will be maintained to finalize the scope, schedule, and access logistics prior to mobilization.

### **2. Well Evaluation and Diagnostic Testing**

Each targeted well will undergo a structured diagnostic phase to determine the extent of deterioration or inefficiency. This may include:

- Downhole video surveys
- Specific capacity testing
- Step-drawdown tests
- Pump removal and inspection

These evaluations will inform our rehabilitation strategy, ensuring that all actions are data-driven and cost-effective.

### **3. Mechanical and Chemical Cleaning**

Based on the condition assessments, our team will perform a combination of mechanical brushing, swabbing, and high-pressure jetting to dislodge biofilm, scale, and encrustations. Where applicable, NSF-approved chemical treatments (such as acidizing) will be applied to restore formation permeability and screen efficiency, followed by thorough neutralization and flushing procedures.



## **Overall Approach and Methodology Continued**

### **4. Well Development and Reconditioning**

Following cleaning, the wells will be re-developed to enhance aquifer connection. This includes airlifting, surging, and pumping techniques designed to remove residual fines and debris. If structural issues are identified, such as damaged screen sections or column piping, we will perform necessary repairs or replacements using industry-standard materials.

### **5. Reinstallation and Performance Verification**

Upon completion of rehabilitation, all pump components will be reinstalled or replaced as needed. The well will undergo post-rehabilitation performance testing, including:

- Yield testing
- Water quality sampling
- Final video inspection (if required)

Test results will be documented and submitted to the City for review. All work will be performed in accordance with SFWMD and FDEP regulations.

### **6. Project Documentation and Closeout**

Comprehensive records will be maintained throughout the project, including daily logs, chemical usage reports, and testing results. A final report will summarize the rehabilitation process, materials used, test data, and recommendations for future maintenance



December 1, 2025

All Webb's Enterprises, Inc  
309 Commerce Way  
Jupiter, FL 33458

RE: Conflict of Interest

All Webb's Enterprises, Inc. (AWE) does not employ any staff member that has personal or business interest or personal gain from any organizations linked to the City of Pompano Beach.

Thank you,

Kyle Taylor  
Project  
Manager  
All Webbs Enterprise's, Inc  
[kyle@allwebbs.com](mailto:kyle@allwebbs.com)  
352.875.7033

**ATTACHMENT E – REFERENCES**

**MUST BE COMPLETED BY ALL PROPOSERS**

**Company Name:** All Webb's Enterprises, Inc.

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

**REFERENCE 1**

Name of Firm:	Miami-Dade Water and Sewer Department		
Contact Person:	Maria Macfarlane, PG		
Contact's Email:	maria.macfarlane@miamidade.gov		
Contact's Phone:	786-552-8469	Date(s) of Service:	April 2025 to April 2026
Scope of Work:	Pre- and post- rehabilitation video and inspection, brushing, acidization, air and pump development, of ten, 30-inch to 42-inch diameter Biscayne production wells. Contract amount: \$1,131,900		

**REFERENCE 2**

Name of Firm:	Black and Veatch (consultant) City of North Miami Beach (Owner)		
Contact Person:	Felipe Franco, PG (consultant) Natalia Duque (Owner)		
Contact's Email:	francof@bv.com natalia.duque@citynmb.com (786-487-4621)		
Contact's Phone:	786-707-0153 (consultant)	Date(s) of Service:	September 2022 to April 2025
Scope of Work:	Construction of a 16-inch diameter Upper Floridan production well and 30-inch diameter Biscayne well for the City of North Miami Beach. Contract amount: \$2,700,750		

**REFERENCE 3**

Name of Firm:	Hazen and Sawyer (consultant) City of Sunrise (owner)		
Contact Person:	Angela Giuliano, PG (consultant) Fernando Pleitez, PE (owner)		
Contact's Email:	agiuliano@hazenandsawyer.com fpleitez@sunrise.com (954-888-6017)		
Contact's Phone:	561-997-8070	Date(s) of Service:	November 2023 to April 2024
Scope of Work:	Rehabilitation of injection well IW-1, scope included well inspection via video and geophysical logging, well suppression, brushing, acidization, and jetting. Contract amount: \$1,088,000		



## BID BOND

BY THIS BOND, We All Webb's Enterprises, Inc.,  
as Principal ("PRINCIPAL") and Swiss Re Corporate Solutions America  
Insurance Corporation, an entity duly organized  
under the laws of the State of Missouri, as Surety ("SURETY"), are held  
and firmly bound unto the City of Pompano Beach ("CITY") in the sum of five percent (5%) of  
the Bid amount, for the payment of which PRINCIPAL and SURETY bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, as set forth below.

WHEREAS, PRINCIPAL has submitted a bid for Bid No.  
ITB 25-056 Well Rehabilitation and Maintenance

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

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

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

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

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

Signed and sealed on November 19, 2025

Bid Number ITB 25-056

ATTEST:

All Webb's Enterprises, Inc.  
(Name of Corporation)

Deborah Webb  
Secretary

By David J (VP)  
(Signature and Title)

Deborah Webb  
(Print/Type Name)

DAVID WEBB (VP)  
(Print Name and Title Signed Above)

(Corporate Seal)

IN THE PRESENCE OF:

SURETY: Swiss Re Corporate Solutions America Insurance Corporation

Laura K  
Signature

By Tyler Ragland  
Agent and Attorney-in-Fact

Laura Krajczewski, Witness  
(Print Name)

Tyler Ragland Attorney-In-Fact  
(Print/Type Name)

Tomeka Boggus  
Signature

Address: 1200 Main St, Suite 800  
(Street)

Tomeka Boggus, Witness  
(Print Name)

Kansas City, MO 64105  
(City/State/Zip Code)

Telephone No.: (816)235-3700

Agency: Johnson and Company  
801 N. Orange Avenue, Suite 510  
Orlando, FL 32801 (407)843-1120

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of November, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

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

Solicitation Number & Title: ITB25-056 Well Rehabilitation and Maintenance

Prime Contractor's Name: All Webb's Enterprises, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
		<p style="color: red;">Scope related to well services will be performed by All Webb's Enterprises, Inc, due to the specialized nature of the work.</p> <p style="color: red;">Any work that is ancillary, such as site restoration, procurement of materials, or pump repair etc. that can be provided by local businesses will be identified as needed to meet the City's 10% local business participation requirement.</p>	

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number ITB25-056

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

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

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

Scope of services to be completed by All Webbs Enterprises. Inc.

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

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

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

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

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

BY: \_\_\_\_\_  
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # ITB25-056

I, \_\_\_\_\_  
(Name and Title)

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

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

Scope of services to be completed by All Webb's Enterprises, Inc.

Said Local Businesses:

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

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

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

Note: Attach additional documents as available.



LOCAL BUSINESS EXHIBIT "D" – Page 2

---

---

---

**STATE OF FLORIDA  
WATER WELL CONTRACTOR LICENSE**

**Issued to  
David Webb**

---

**License No. 11342 Expires 7/31/2027**

---

**DISTRICT CERTIFICATION OFFICER**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**HAGGERTY, EUGENE**

ALL WEBBS ENTERPRISES INC  
7980 SOUTHEAST RIVER LANE  
STUART FL 34997

**LICENSE NUMBER: CGC035886**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)

ISSUED: 08/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



## **EXHIBIT C – Insurance Requirements**

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 have 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, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and 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

comprehensive form bodily injury and property damage

premises - operations bodily injury and property damage

explosion & collapse

hazard

underground hazard

products/completed bodily injury and property damage combined

operations hazard

contractual insurance bodily injury and property damage combined

broad form property damage, bodily injury, and property damage combined

independent contractor's personal injury

personal injury

sexual abuse/molestation

liquor legal liability

---

**AUTOMOBILE LIABILITY:**

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

comprehensive form

owned

hired

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

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 or 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 is required, the Contractor agrees 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:
1. Certificates of Insurance evidencing the required coverage;
  2. Names and addresses of companies providing coverage
  3. Effective and expiration dates of policies; and
  4. 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 060.
- H. Builder Risk insurance is not required.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **1/1/2026 12:01 AM**      Policy No. **10605964309**

Insured **ALL WEBBS ENTERPRISES, INC.**

Endorsement **0**

No  
Premium **\$109,264**

Insurance Company **Florida Citrus, Business & Industries Fund**

Countersigned by





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Blackadar Insurance Agency, Inc. 1436 N Ronald Reagan Blvd Longwood FL 32750	<b>CONTACT NAME:</b> Denise Carberry <b>PHONE (A/C, No, Ext):</b> 407-831-3832 <b>E-MAIL ADDRESS:</b> denise@blackadar.com		<b>FAX (A/C, No):</b> 407-830-4681													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Co</td> <td>36940</td> </tr> <tr> <td>INSURER B : NATIONWIDE GENERAL INS CO</td> <td>23760</td> </tr> <tr> <td>INSURER C : Nationwide Insurance Company Of Florida</td> <td>10948</td> </tr> <tr> <td>INSURER D : Nationwide Mutual Insurance Co</td> <td>23787</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Co	36940	INSURER B : NATIONWIDE GENERAL INS CO	23760	INSURER C : Nationwide Insurance Company Of Florida	10948	INSURER D : Nationwide Mutual Insurance Co	23787	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Indian Harbor Insurance Co	36940															
INSURER B : NATIONWIDE GENERAL INS CO	23760															
INSURER C : Nationwide Insurance Company Of Florida	10948															
INSURER D : Nationwide Mutual Insurance Co	23787															
INSURER E :																
INSURER F :																
<b>INSURED</b> All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458	ALLWEBB-01															

**COVERAGES**

CERTIFICATE NUMBER: 747263388

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACP3069536665	11/2/2025	11/2/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACP3069536665	11/2/2025	11/2/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	ACP3069536665	11/2/2025	11/2/2026	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Pollution	Y	Y	PEC005301807	11/2/2025	11/2/2026	\$2M/\$3M per claim	\$2,000,000 Aggreg
A	Professional Liability	Y	Y	PEC005301807	11/2/2025	11/2/2026	\$2M/\$3M per claim	\$3,000,000 Aggreg
D	Installation Floater	Y	Y	ACP3069536665	11/2/2025	11/2/2026	Limit	\$1,241,587.50

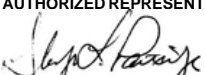
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Equipment Floater - Policy #ACP3069536665 11/2/2025 TO 11/2/2026: Rented/Leased Equip. \$750,000

General Liability: Blanket Additional Insured including completed operations, Primary & Non- Contributory, Blanket Waiver of Subrogation when required by written contract. Business Auto: Primary & Non- Contributory, Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Pollution Liability: Blanket Additional Insured and Blanket Waiver of Subrogation when required by written contract. Umbrella follow General Liability, Auto Liability & Workers Compensation forms.

City of Pompano Beach is included as Additional Insured with respect to the General Liability & Auto Liability when required by written contract. Coverage is See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach Attention: Risk Manager 100 W Atlantic Blvd Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Blackadar Insurance Agency, Inc.		<b>NAMED INSURED</b> All Webbs Enterprises Inc David W. Webb Sr. & Deborah C. Webb 309 Commerce Way Jupiter FL 33458	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

primary & non-contributory. Waiver of Subrogation applies to General Liability and Auto Liability when required by written contract.  
 \*30 days Notice of Cancellation except 10 days for non-payment.