



**Addendum No. 2**

(Issued Friday, March 27, 2026)

IFB2026-2, Decorative Turf Block Pavers

*This addendum becomes a part of the subject solicitation*

**A. CHANGES TO THE SOLICITATION:**

Please note the following changes to the Solicitation:

1. **Section 4.1.17 A has been revised.**  
*The attachment Certification\_Regarding\_Debarement\_Suspension\_Etc.pdf has been replaced with an updated document.*

**Acknowledgment of Addendum #2**

*Proposer has acknowledged receipt and understanding of the information contained in this Addendum through electronic acknowledgement or by signing this document and including it as a part of its submittal.*

Acknowledged by: _____	Company: _____
Print Name: _____	Date: _____



## Addendum No. 1

(Issued Monday, March 2, 2026)

### IFB2026-2, Decorative Turf Block Pavers

*This addendum becomes a part of the subject solicitation*

#### **A. CHANGES TO THE SOLICITATION:**

Please note the following changes to the Solicitation:

1. The Question & Answer Deadline has been **extended**:  
*The question & answer deadline has been extended to 12:00 PM on Monday, March 16, 2026.*
2. The Submission Deadline has been **extended**:  
*The submission deadline has been extended to 3:00 PM on Tuesday, March 31, 2026.*
3. New attachments have been **added** to the solicitation:  
*The following attachments have been added to this solicitation:*
  - Attachment D – Payment and Performance Bond
  - Attachment E – Bid Bond
4. Section 2.6 Pricing has been **replaced** with the following:

#### **2.6 Pricing:**

***Bidders shall submit unit prices for all items listed in the Pricing Section. Unit prices shall include all labor, materials, equipment, tools, supervision, overhead, profit, mobilization (unless listed separately), disposal, permits, and incidentals necessary to fully perform the work in accordance with the specifications. No additional compensation shall be paid for work or costs not specifically identified unless authorized in writing by the City. All pricing shall be fixed and firm for the firm contract term.***

***The basis of payment for an item at the price shown in the Contract shall be in accordance with its description. Unit adjustment values, where used, will be applied to the actual quantities furnished and installed in conformance with the solicitation documents. In the event of a discrepancy between a unit price and an extended or total price, the unit price shall prevail, and the extended price shall be corrected accordingly.***

***Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless***

*otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.*

*The pricing submitted by Awarded Bidder(s) shall remain fixed and firm for no less than twelve (12) months after the award of this contract. Pricing shall be inclusive of all costs, charges, delivery, and any fees involved in providing the specified products and services. Under no circumstances shall any price or any invoice be subject to deposit fees. The City will consider a price adjustment for each line item upon receipt of a written notice submitted by the Awarded Bidder(s) after the Contract’s anniversary date. Any price increases shall remain fixed and firm for no less than twelve (12) months after establishment of the price adjustment. Price adjustments will be based on the Bureau of Labor Statistics Producer Price Index (PPI) for each line item. If the City wishes to consider a price decrease to each line item, the City will notify the Awarded Bidder(s) in writing, no later than thirty (30) days prior to the contract’s anniversary date. Price adjustments (increase/decrease) for each line item will be based on the following Bureau of Labor Statistics Producer Price Index (PPI) 12-month percent changes:*

- *PCU32733132733104: PPI industry data for Concrete block and brick manufacturing-Decorative concrete block (including screen, split, slump, shadowal block, etc.), not seasonally adjusted*

*Price increases shall not exceed five percent (5%). The Bureau of Labor Statistics PPI information can be found at <https://www.bls.gov/data/>.*

*All 12-month percent changes will calculated using the formula in the table below:*

<i>Index Point Change</i>	
<i>Final Demand Price Index (Sept 2024)</i>	<i>354.391</i>
<i>Less: Previous Index (Sept 2024)</i>	<i>(343.199)</i>
<i>Equals: Index Point Change</i>	<i>11.192</i>
<i>Index Percent Change</i>	
<i>Index Point Change</i>	<i>11.192</i>
<i>Divided: By The Previous Index (Sept 2024)</i>	<i>343.199</i>
<i>Equals:</i>	<i>0.03261</i>
<i>Multiplied by 100 (to obtain percent)</i>	<i>0.03261 X 100</i>
<i>Index Percent Change</i>	<i>3.261%</i>

*\*\*\* the table above is an example of how to calculate the 12-month percent change from September 2024 to September 2025 using the Bureau of Labor Statistics PPI series id: PCU32733132733104.*

5. Section 2.37, Bonds has been **added** the solicitation:  
 2.37 Bonds:

2.37.1 Payment and Performance Bond:

*At any given time, the City may require the Awarded Contractor to provide a Payment and Performance Bond for a specific task order. If required, the Awarded Bidder shall, within fourteen (14) calendar days after receiving the notification of a task order, furnish a Payment and Performance Bond in an amount of 110% of the task order amount, in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. Bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.*

*The Payment and Performance Bond will guarantee the completion of the Work covered by the Contract Documents and the payment of all suppliers, Subcontractors, and the Contractor’s workforce. The Bond(s) shall not contain a provision allowing the Surety(s) to cancel the Bonds before the full Completion of the Contract, including any options to renew years.*

*The Bond(s) shall not contain a provision allowing the Surety(s) to cancel the Bonds prior to the full Completion of the Contract, including the renewal options.*

*The bond (s) shall be provided by a surety company authorized to do business in the state of Florida, and approved by the City Manager and City Attorney. In lieu of a bond(s) the contractor may furnish as security in favor of the City a certified check, a cashier's check (please note that cashier's checks will be deposited into an escrow account for the term of the Bid/Proposal), a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935 or an irrevocable letter of credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the Awarded Vendor.*

*Attorneys-in-fact who sign bonds must file with each bond a certified and effective-dated copy of their power of attorney. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the state of Florida.*

**2.37.2 Bid Bond/Security:**

*Electronic bid bond/security shall be submitted by the Bidder and made payable to the City in an amount of not less than five percent (5%) of the total bid price. A contractor may file an alternative form of bid bond/security, a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety. Electronic bid bond/security shall be issued by a company with a registered agent in Florida. Personal or business checks are not acceptable.*

*The Bid/Proposal security of the Awarded Vendor will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Bond/Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider the Bidder to be in default, annul the Notice of Award, and the bid bond/security of that Bidder shall be forfeited. Such forfeiture shall be the City's exclusive remedy if Bidder defaults. The bid bond/security of Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven days after the Effective date of the Agreement or 61 days after the bid opening, whereupon the bid bond/security furnished by such Bidders will be returned.*

*The bid bond/security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.*

- 6. Section 4.2, Price Sheet has been **replaced** with the following:  
**4.2 Price Sheet:**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Price Per Unit</b>	<b>Extended Price</b>
1	Regular Excavation	1	Cubic Yard		
2	Type B Stabilization	1	Square Yard		

3	Reworking Lime Rock Base (8" - 10")	1	Square Yard		
4	Lime Rock - New Material	1	Cubic Yard		
5	Install Architectural Pavers	1	Square Yard		
6	Performance Turf/Sod	1	Square Yard		
7	Fill Sand/Topsoil	1	Cubic Yard		
8	Mobilization - Task Order Total - \$0.00 - \$100,000.00	1	Lumpsum		
9	Mobilization - Task Order Total - Over \$100,000.01	1	Lumpsum		

**B. QUESTION AND ANSWERS:**

The following questions were received:

*Question 1: What is the engineer's budget?*

Answer 1: This project does not include engineering services, and there is no engineering budget allocated.

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*Question 2: Will density testing be required for the limerock base. If so, will city include additional line item for associated cost?*

Answer 2: Yes, there will be no separate line item. It should be built in

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*Question 3: Will a bid bond be required?*

Answer 3: Yes. Please refer to Section 2.37.2.

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*Question 4: Will a performance & payment bond be required?*

Answer 4: At any given time, the City may require the Awarded Contractor to provide a Payment and Performance Bond for a specific task order. Please refer to Section 2.37.1.

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*Question 5: Will the City be providing a staging area?*

Answer 5: The City may have a staging area available.

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*Question 6: What underground utilities are located in the proposed areas the turf block will be installed? They depth of these lines will not conflict with the turf block installation? Are there any valves in these locations?*

Answer 6: Contractor will be responsible for soft digs and calling for locates. Contractor has to determine the depth of the utilities before excavating.

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*Question 7: Any active irrigation system are located in these areas? If, so will they need to be removed and capped?*

Answer 7: There is a possibility that landscape irrigation exist and every caution should be taken to prevent damage. Contract will be responsible for damage to irrigation.

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*Question 8: Will the City provide engineered drawings? Drawings attached are aerial photographs with proposed locations. Has the City performed a preliminary plan review with building department to assure these documents suffice building department requirements for permit issuance?*

Answer 8: No. As it relates to City of Cooper City permits, the pavers do not have Florida Building Code requirements, so as long as they are not being used for residential driveways, a building permit will not be required.

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*Question 9: Contract Structure & Quantities Please confirm whether the quantities shown on the price sheet (3,071 SY, 1,274 CY, etc.) represent a single defined project or are evaluation quantities for a multi-year task-order contract. If this is a term contract, can the City provide estimated annual square footage or anticipated volume of work?*

Answer 9: The pricing table has been updated to reflect service pricing rather than estimated annual quantities.

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*Question 10: Mobilization The price sheet lists mobilization as "1 Each." Please confirm whether mobilization is intended to cover one project or multiple work orders throughout the contract term.*

Answer 10: Mobilization should cover the setup, equipment delivery, and staging needed to start the work. The intent is for one project or work order. If multiple work orders are issued at different locations or times, additional mobilization may apply.

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*Question 11: Turnkey Scope Confirmation. Please confirm that this contract is turnkey and that the contractor is responsible for furnishing all materials required for installation, including pavers, turf, base material, geotextile, edge restraints, fill material, and all ancillary components necessary for a complete system.*

Answer 11: Yes. The contract is intended to be turnkey. The contractor is responsible for providing all labor, materials, and equipment needed to install a complete turf block paver system.

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*Question 12: Installation Section & Structural Requirements Please provide a typical installation detail confirming:*

*Required compacted base thickness  
Subgrade compaction standards*

*Geotextile requirements  
Load classification (vehicular vs. pedestrian)*

Answer 12: Follow Broward County Standards.

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*Question 13: Subgrade & Unsuitable Material. Are geotechnical reports available for the project area?  
If unsuitable subgrade conditions exceed the estimated excavation quantity (1,274 CY), how will additional excavation and*

*stabilization be addressed and compensated?*

Answer 13: No geotechnical reports are available. If unsuitable soil conditions exceed the estimated excavation quantity, the contractor must notify the City. Any additional work will require written approval and will be addressed through the contract unit prices or a change order.

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*Question 14: Demolition Responsibility. Please confirm whether removal and disposal of existing concrete, asphalt, sod, or unsuitable materials is included within the unit prices, or if this will be paid separately.*

Answer 14: Removal of materials needed to perform the work is included in the unit prices unless otherwise noted. Major demolition not identified in the scope may be handled separately if authorized by the City.

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*Question 15: Stabilization & Compaction Testing Please clarify:  
Required stabilization material and application rate (Type B)  
Required compaction percentage  
Whether density testing is required  
Who is responsible for testing costs and failed test remediation*

Answer 15: Stabilization and compaction should follow standard industry practices. The City may require compaction testing if necessary. Any failed tests or deficiencies must be corrected by the contractor at no additional cost.

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*Question 16: Measurement & Payment. How will excavation, base, and installed square yard quantities be measured and verified for payment purposes (survey, truck count, etc.)?*

Answer 16: Quantities will be measured using field verification by the City. This may include measurements, contractor documentation, or survey verification when needed. Payment will be based on the verified quantities.

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*Question 17: Permitting & Maintenance of Traffic (MOT). Please confirm whether the contractor is responsible for:*

*Obtaining all permits  
Providing Maintenance of Traffic when work occurs within the right-of-way  
Traffic control plans and MOT inspections*

Answer 17: The contractor is responsible for obtaining permits. (When Required) If work affects the roadway or right-of-way, the contractor must provide Maintenance of Traffic (MOT). Traffic control and related inspections are also the contractor's responsibility.

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*Question 18: Warranty Requirements. Please confirm the required warranty period for:*

*Materials  
Workmanship  
Turf establishment  
Additionally, does the one-year warranty include turf survival and settlement, and who is responsible for irrigation during the establishment period?*

Answer 18: The project requires a one-year warranty for materials and workmanship. Turf establishment related to installation is included in the warranty. The contractor is responsible for initial watering and establishment unless otherwise specified.

*Question 19: Price Escalation Will unit prices remain fixed for the full 36-month contract term (including renewals), or will price adjustments be permitted due to material cost increases?*

Answer 18: Unit prices are expected to remain fixed during the contract term. Any adjustments during renewals must be reviewed and approved by the City. Price increases are not guaranteed.

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**Acknowledgment of Addendum #1**

*Proposer has acknowledged receipt and understanding of the information contained in this Addendum through electronic acknowledgement or by signing this document and including it as a part of its submittal.*

Acknowledged by:	_____	Company:	_____
Print Name:	_____	Date:	_____



**CITY OF COOPER CITY  
INVITATION FOR BID**

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**DECORATIVE TURF BLOCK PAVERS  
IFB2026-2**

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For information, contact the Purchasing Division:  
The Purchasing Division  
954-434-4300 Ext. # 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

RELEASE DATE: February 19, 2026  
RESPONSE DEADLINE: March 31, 2026, 3:00 pm  
Please refer to the project timeline in this document for all important deadlines.

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- C - IFB2026-2 - Locations - FY 26

**1. GENERAL TERMS AND CONDITIONS**

**2. ADDITIONAL/SPECIAL TERMS AND CONDITIONS**

**2.1. PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and installation of decorative turf block pavers Citywide.

**2.2. TERM OF CONTRACT**

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the City Commission, or designee, unless otherwise stipulated in the Purchase Order issued by the City. The Contract shall expire on the last day of the thirty-six (36) month term. The City reserves the right to renew the resultant agreement for three (3), additional one (1) year terms at its sole discretion.

The City reserves the right to extend this contract for up to one hundred eighty (180) calendar days beyond the current contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the City and the Awarded Bidder upon approval by the City Commission or designee.

**2.3. PRE-BID MEETING**

The Pre-Bid Meeting will be held virtually on Thursday, February 26, 2025, at 11:00 AM (Eastern Standard Time) via Zoom.

<https://coopercityfl-org.zoom.us/j/85951702331>

Webinar ID: 859 5170 2331

Phone one-tap: +13052241968,,85951702331# US

Participants will have an opportunity to ask questions at the end of the pre-bid meeting. Bidder(s) are requested to have read the solicitation prior to the meeting. This meeting is exempt from the 'Cone of Silence', allowing for questions to be addressed by representatives from City Staff.

It is highly recommended that Bidders participate in the Pre-Bid Meeting to become familiar with requirements of the solicitation prior to submitting an offer. No additional allowances will be made because of lack of knowledge of these conditions. City staff will go over the specifications and the expectations for this Project.

Should you need an ADA accommodation to participate in the Pre-Bid Meeting (i.e., materials in alternate format, sign language interpreter, etc.), please contact the City Clerk at least seventy-two (72) hours prior to the scheduled meeting. The City Clerk, Tedra Allen, may be reached by phone at (954) 434-4300 x 291 or via email at: [tallen@coopercity.gov](mailto:tallen@coopercity.gov). TTY users may reach the Clerk's Office by calling the Florida Relay Service at 711.

**2.4. BIDDER REQUIREMENTS**

The City will only consider bids from licensed firms which are regularly engaged in the business as described in this bid package, with a satisfactory record performing similar work for a reasonable period of time, but not less than five(5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City. Bidders must meet the following requirements to be considered for award:

- A. Be a legally registered business entity authorized to conduct business in the State of Florida.

- B. Bidders shall hold all licenses required by the State of Florida, Broward County, City of Cooper City, and any other applicable authority to perform demolition, site preparation, and installation of turf block pavers. Bidders shall submit a copy of their license.
- C. Bidders shall have a minimum of five (5) years of experience installing decorative turf block pavers, aggregate base systems or similar hardscape systems. Bidder shall demonstrate this experience by listing a minimum of three (3) comparable projects of similar size and scope completed within the last ten (10) years on the Bidder's Reference Form. References may be verified by the City.

The City of Cooper City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

Failure to meet any of the aforementioned requirements may result in the Bidder being deemed non-responsive.

## **2.5. METHOD OF AWARD**

The resultant Contract will be awarded to the qualified, responsive, responsible Bidder submitting the lowest Bid, unless all bids are rejected. For evaluation purposes, the City will calculate the total bid amount either by applying extended pricing and summing the totals, or by totaling all line-item pricing when there are no estimated quantities.

Bidders must submit pricing for all line items included in the pricing section. Failure to provide pricing for any line item may render the bid non-responsive and subject to rejection. The City will not make partial or line-item awards. Award shall be made based on the total aggregate bid, unless otherwise determined to be in the best interest of the City.

The City reserves the right to:

- Reject any or all bids.
- Cancel the award without liability to the Bidder, except return of the Bid Guaranty (if applicable).
- Waive minor informalities or irregularities
- Request clarification of bids.
- Cancel this solicitation in whole or in part.
- Negotiate pricing with the lowest responsive, responsible bidder.
- Award the contract in the best interest of the City, consistent with applicable laws and ordinances.

A responsive Bidder is one that has submitted a bid that conforms in all material respects to the requirements of this IFB.

A responsible Bidder is one that possesses the capability, experience, integrity, financial resources, licenses, and reliability necessary to perform the work in accordance with the terms of the contract.

The City reserves the right to require documentation or conduct investigations to determine bidder responsibility, including but not limited to:

- Verification of licensing and insurance
- Review of past performance and references
- Review of financial stability

**2.6. PRICING**

Bidders shall submit unit prices for all items listed in the Pricing Section. Unit prices shall include all labor, materials, equipment, tools, supervision, overhead, profit, mobilization (unless listed separately), disposal, permits, and incidentals necessary to fully perform the work in accordance with the specifications. No additional compensation shall be paid for work or costs not specifically identified unless authorized in writing by the City.

The basis of payment for an item at the price shown in the Contract shall be in accordance with its description. Unit adjustment values, where used, will be applied to the actual quantities furnished and installed in conformance with the solicitation documents. In the event of a discrepancy between a unit price and an extended or total price, the unit price shall prevail, and the extended price shall be corrected accordingly.

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

The pricing submitted by Awarded Bidder(s) shall remain fixed and firm for no less than twelve (12) months after the award of this contract. Pricing shall be inclusive of all costs, charges, delivery, and any fees involved in providing the specified products and services. Under no circumstances shall any price or any invoice be subject to deposit fees. The City will consider a price adjustment for each line item upon receipt of a written notice submitted by the Awarded Bidder(s) after the Contract's anniversary date. Any price increases shall remain fixed and firm for no less than twelve (12) months after establishment of the price adjustment. Price adjustments will be based on the Bureau of Labor Statistics Producer Price Index (PPI) for each line item. If the City wishes to consider a price decrease to each line item, the City will notify the Awarded Bidder(s) in writing, no later than thirty (30) days prior to the contract's anniversary date. Price adjustments (increase/decrease) for each line item will be based on the following Bureau of Labor Statistics Producer Price Index (PPI) 12-month percent changes:

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## 2.7. INVOICES/PAYMENT

This section shall supersede Section 1.31 Invoices. The Awarded Bidder shall invoice the City, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of Services, unless otherwise noted in the Contract. Under no circumstances shall invoices be submitted to the City in advance of the delivery and acceptance of the items or provision of and acceptance of the Services. Failure to submit invoices in the prescribed manner may delay payment. The Awarded Bidder must timely remit payment to subcontractors and suppliers, if applicable.

Payments to the Contractor shall be made on the basis of the Contract items as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.

Work under this contract will be paid for on a unit price and/or lump sum price basis as outlined in the pricing section. The prices shown in the pricing section shall establish a total price for completing the scope of work in its entirety. Furnish all materials, equipment, transportation, tools, labor, services and supplies, plus any miscellaneous items and services that may not be specifically identified in the Contract Drawings and Specifications but that can be inferred from the Contract Drawings and Specifications and are necessary to produce a completed Work that is usable in a manner for which it was intended. If any goods and/or services required to complete the scope of work are omitted or not shown, the Contractor shall furnish and install them without additional cost to the City. No separate payment will be made for pay items not listed within the pricing section.

Final payment shall be made only after the Work has been fully completed to the satisfaction of the City, has been inspected and formally accepted by the City. THE AWARDED BIDDER WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices shall contain the following information: Awarded Bidder's Information (name of Awarded Bidder as specified in award documents, FEIN), date of invoice, unique invoice number, the applicable contract number, purchase order number and detailed cost breakdown of the work performed.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

## 2.8. ESTIMATED QUANTITIES

Quantities listed in the Bid Schedule, if any, are estimates and are provided for bid evaluation purposes. The City does not guarantee any minimum or maximum quantity of work under this contract. Actual quantities will be determined by Work/Purchase Orders issued during the contract term.

## 2.9. INSURANCE

See Section 1.20 Insurance Requirements of the General Terms and Conditions.

### 2.9.1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

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- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### **2.9.2. Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **2.9.3. Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

### **2.9.4. Insurance Certificate Requirements**

- A. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- B. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- D. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- E. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- F. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

- G. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- H. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office  
9090 SW 50<sup>th</sup> Place  
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**2.10. SPECIAL COVERAGES - INSURANCE**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits pursuant to Section 2.8, Insurance. The Awarded Bidder shall also furnish the following additional specialized coverage:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

**2.11. INDEMNIFICATION**

See Section 1.19 of General Terms and Conditions.

**2.12. ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

**2.13. DAMAGED GOODS**

Damaged goods shall be replaced no later than five (5) calendar days after notification by the City unless the City grants the vendor additional time to replace the damaged goods. Damaged goods shall be the responsibility of the Awarded Bidder.

**2.14. SUBCONTRACTING**

As a condition of award, Bidder shall provide a listing which identifies all first-tier subcontractors who will perform any part of the Contract Work and describes the portion of the Work such Subcontractor will perform, and all suppliers who will supply materials for the Contract Work direct to the Bidder and describes the materials to be so supplied. Failure to comply with this policy may result in a firm's submittal being deemed non-responsive. A Bidder or proposer who is awarded the Contract shall not change or substitute first tier Subcontractors or direct suppliers or the portions of the Work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the City. Bidders shall ensure that no contractors or subcontractors are debarred or suspended from participating in local, state and federally funded projects.

**2.15. REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

**2.16. AMERICAN DISABILITIES ACT**

As a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act as amended, the Fair Housing Act as amended, and other laws prohibiting discrimination on the basis of disability. Any post award violation of these Acts may result in the contract being declared void. If any certifying firm or affiliate is found in violation of the acts, the City will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

**2.17. PUBLIC ENTITY CRIMES**

Pursuant to 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 this Contract.

**2.18. SCRUTINIZED COMPANIES FOR ACTIVITIES IN THE IRAN TERRORISM LIST**

The successful bidder shall submit, as a condition of award, an executed Scrutinized Companies with Activities in the Iran Terrorism Sectors List Affidavit (contained in the Condition of Award Requirements section of the Bid Documents). By executing this affidavit through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

**2.19. EMPLOYEES AND CONTRACTOR(S)**

All employees and contractors of the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder(s) under its sole discretion and not an employee, contractor, or agent of the City. The Successful Bidder(s) shall

supply competent and physically capable employees and contractors.

The City may require the Successful Bidder(s) to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

The direction and supervision of employees shall be by competent, qualified and sober personnel, and the Successful Bidder(s) shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All Subcontractors, Subconsultants, superintendents, foremen and workmen employed by the Successful Bidder(s) shall be careful and competent. The Successful Bidder(s) shall also provide uniforms and picture I.D. badges to each employee. Employees and Subcontractors of the Successful Bidder(s) shall have and wear proper dress attire at all times. Proper dress attire shall be in accordance with the uniform and equipment outlined in Section 3-5 of this solicitation.

All employees used by the Successful Bidder(s) during the term of the Contract shall be of a standing or affiliation that will permit the Successful Bidder(s) performance to be carried on harmoniously and without delay, and in no case or in any circumstances will such employees cause any disturbance, interference or delay to any Work or Service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Successful Bidder(s) shall see to it that its employees serve the City in a courteous, helpful and impartial manner. The Successful Bidder(s) shall furnish the City with a current roster of employees.

## **2.20. SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL**

The Successful Bidder(s) may be required to provide for each owner, key personnel, employee, or contractor a complete, national SECURITY BACKGROUND CHECK. These shall be provided by the Successful Bidder(s) upon issuance of a Notice to Proceed acceptable to the City.

The City will have the exclusive option of determining which personnel may perform Work under the Contract(s). The City may also deem certain personnel suitable to perform Work only at certain City locations or buildings and not others.

Under no circumstances shall the Successful Bidder(s) allow personnel deemed unsuitable by the City to perform Work or substitute for suitable personnel.

## **2.21. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **2.22. LIQUIDATED DAMAGES**

Liquidated damages of \$250.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day, elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

## **2.23. ENVIRONMENTAL PROTECTION**

The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

## **2.24. ACCESS TO PUBLIC RECORDS**

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the City of Cooper City (CITY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, [PRR@COOPERCITY.GOV](mailto:PRR@COOPERCITY.GOV), OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

## **2.25. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

By entering the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, 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 may lead to termination of this Contractor, 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 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 year after the date of termination, and the Contractor may be liable for any additional costs incurred by the City resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

## **2.26. EXAMINATION OF CONTRACT DOCUMENTS**

It shall be the responsibility of the Bidder to examine all the Solicitation Documents to become fully informed of the conditions to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the operational activities of the City, which activities must be maintained without interference from this Work. Bidders are expected to examine the specifications, delivery schedules, pricing sheets, extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk.

The measurements, specifications, records of borings, test excavations, and other subsurface investigations, if any, made for design purposes for the City, are contained in the Contract Documents for examination. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that the said records will disclose the actual subsurface conditions. The Bidder is hereby cautioned that the interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are its sole responsibility. The Contractor shall have no claim against the City if, in carrying out the work, it finds that the actual conditions encountered do not conform to those indicated by said measurements, specifications, borings, test excavations, and other subsurface investigations.

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The submission of a bid shall be prima facie evidence that the Bidder has examined the Contract Documents and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Contract, Plans, and Specifications.

**2.27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form to certify that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**2.28. FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

The Contractor shall submit the Foreign Country of Concern Affidavit acknowledging that the bidder, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

**2.29. TAXES**

The City is exempt from Federal Excise and State taxes.

**2.30. ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**2.31. DEFAULT**

In the event of default on a contract, the Awarded Bidder shall pay all attorneys' fees and court costs incurred by the City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the solicitation.

**2.32. PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, OR;
- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

**2.33. PURCHASE OF OTHER GOODS AND/OR SERVICES**

While the City has listed all major goods and/or services within this solicitation that are utilized by City departments in conjunction with their operations, there may be similar goods and/or services that must be purchased by the City during the term of this contract. Under these circumstances, a City representative may, at the City's sole discretion, issue a request for pricing to obtain a price quote for similar goods and/or services. Any additional goods and/or services added shall adhere to the terms and conditions of this solicitation, unless otherwise stipulated on the subsequent request for pricing.

**2.34. ADDING, DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the scope from the resultant Contract at any time without cause, and if such right is exercised by the City, the total fee may be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated

cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

### **2.35. PIGGYBACKING - PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any Bid/Proposal response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder/proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this Bid/Proposal and subsequent contract award

### **2.36. LOCAL PREFERENCE**

A local business shall mean and include any business that maintains a fixed office or distribution point located within the City for which a current *local* business tax receipt, if applicable, has been issued by the City or any business in which the owner or the primary shareholder (a person who owns at least 50 percent of the total assets or capital stock of the business entity ) of the entity owning the business maintains his/her primary residence within the City. Post office boxes are not acceptable for the purpose of establishing a physical location within the City pursuant to this definition.

Local businesses shall receive a five percent (5%) preference of the bid or quoted price for purchases under \$250,000.00 and two percent (2%) of the bid price for purchases of \$250,000.00 and above. The maximum cost differential between the lowest responsive, responsible Bidder and the local business receiving preference shall not exceed a total of \$20,000.0, pursuant to Sec. 2-207 of the Cooper City Procurement Code.

### **2.37. BONDS**

#### **2.37.1 Payment and Performance Bond:**

At any given time, the City may require the Awarded Contractor to provide a Payment and Performance Bond for a specific task order. If required, the Awarded Bidder shall, within fourteen (14) calendar days after receiving the notification of a task order, furnish a Payment and Performance Bond in an amount of 110% of the task order amount, in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. Bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

The Payment and Performance Bond will guarantee the completion of the Work covered by the Contract Documents and the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(s) to cancel the Bonds before the full Completion of the Contract, including any options to renew years.

The Bond(s) shall not contain a provision allowing the Surety(s) to cancel the Bonds prior to the full Completion of the Contract, including the renewal options.

The bond (s) shall be provided by a surety company authorized to do business in the state of Florida, and approved by the City Manager and City Attorney. In lieu of a bond(s) the contractor may furnish as security in favor of the City a certified check, a cashier's check (please note that cashier's checks will be deposited into an escrow account for the term of the Bid/Proposal), a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935 or an irrevocable letter of credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and

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should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the Awarded Vendor.

Attorneys-in-fact who sign bonds must file with each bond a certified and effective-dated copy of their power of attorney. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the state of Florida.

### 2.37.2 Bid Bond/Security:

Electronic bid bond/security shall be submitted by the Bidder and made payable to the City in an amount of not less than five percent (5%) of the total bid price. A contractor may file an alternative form of bid bond/security, a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety. Electronic bid bond/security shall be issued by a company with a registered agent in Florida. Personal or business checks are not acceptable.

The Bid/Proposal security of the Awarded Vendor will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Bond/Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider the Bidder to be in default, annul the Notice of Award, and the bid bond/security of that Bidder shall be forfeited. Such forfeiture shall be the City's exclusive remedy if Bidder defaults. The bid bond/security of Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven days after the Effective date of the Agreement or 61 days after the bid opening, whereupon the bid bond/security furnished by such Bidders will be returned.

The bid bond/security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

## **3. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **3.1. SCOPE OF WORK**

#### **3.1.1. SCOPE OF WORK**

The City of Cooper City Utilities Department seeks to engage a highly qualified and reliable contractor to remove/demo, provide and install decorative turf block pavers in compliance with industry best practices, Florida Department of Transportation (FDOT) specifications, and all applicable federal, state, and local requirements. Work shall include subgrade preparation, geotextile installation, aggregate base construction, bedding sand placement, paver installation, and vegetative establishment within the turf block system. The scope of work includes the excavation and preparation of the subgrade, placement of geotextile fabric where required, installation and compaction of an engineered aggregate base, placement of bedding sand, and the installation of decorative turf block pavers. The contractor shall fill all paver cells with an approved topsoil and sand mixture and install sod plugs or grass seed to establish a uniform vegetated surface.

Work may occur at various City-owned properties, rights-of-way, parks, facilities, or other locations as designated by the City.

#### **3.1.2. SUMMARY OF WORK**

Work shall follow drawings and specifications described in Exhibit A.

The Contractor shall obtain all required permits; City permit fees will be waived.

Excavate and prepare subgrade for installation of turf block pavers.

Install geotextile fabric where required.

Supply and install compacted aggregate base and bedding sand.

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Supply and install decorative turf block pavers including all accessories.  
Fill openings with approved topsoil/sand and install sod plugs or grass seed.  
All materials shall meet impact, load-bearing, and FDOT/industry standards.  
Contractor shall protect all adjacent features and restore disturbed surfaces.  
Contractor responsible for removing and reinstalling any affected site items.  
Contractor must avoid damaging nearby structures. Damage must be repaired.  
Contractor responsible for all interior/exterior patching as applicable.  
OSHA-compliant safety equipment required.  
Perform all cutting, patching and finishing work.  
Inspections will be performed ONLY by the City of Cooper City.

### **3.1.3. GENERAL REQUIREMENTS**

Contractor provides all labor, materials, equipment, and incidentals.  
Contractor shall provide warranties for completed work.  
Contractor must communicate in English and update the project manager.  
Contractor must schedule all work with the project manager in advance.  
Contractor must remove debris daily and restore damaged areas.  
Contractor must ensure life safety and protect public and property.  
Work hours: 8:00 AM–4:00 PM, five days a week unless otherwise approved.  
Contractor assumes full responsibility for safeguarding materials.  
Materials shall be stored safely and barricades placed to protect the public.  
Upon award of the contract, the Contractor attend a pre-construction meeting and/or site visit.

### **3.1.4. STANDARD MOBILIZATION FOR PAVER WORK**

- A. This item includes all activities required to mobilize for the Turf Block Paver project, including project setup, delivery of equipment and materials, site staging, coordination with City staff, and implementation of required safety and traffic control measures necessary to perform the work efficiently and in compliance with project requirements.
- B. Means and Methods Exclusion: The Contractor shall be solely responsible for determining the means, methods, sequencing, and equipment used for mobilization. No additional compensation shall be provided for inefficiencies, delays, or re-mobilization resulting from the Contractor's chosen approach.

### **3.1.5. REGULAR EXCAVATION**

- A. This work consists of excavating existing materials to the required depths and limits to accommodate the turf block paver system. Excavation will remove unsuitable subgrade materials, establish proper elevations, and prepare the site for stabilization and base construction in accordance with project specifications.

- B. Means and Methods Exclusion: The Contractor is responsible for verifying excavation limits, depths, and suitability of subgrade conditions. Encountering unsuitable materials or varying soil conditions shall not constitute a change in scope unless explicitly authorized by the City.

**3.1.6. TYPE B STABILIZATION**

- A. Type B stabilization includes treating the prepared subgrade with approved stabilization materials to improve soil strength, reduce settlement potential, and provide a stable foundation for the overlying base and paver system.
- B. Means and Methods Exclusion: The selection, application rate, mixing method, and curing process for stabilization materials shall be the Contractor's responsibility. Performance issues resulting from improper installation shall be corrected at no additional cost to the City.

**3.1.7. REWORKING LIME-ROCK BASE (8-10 INCHES)**

- A. This item includes scarifying, reshaping, moisture conditioning, and compacting the existing limerock base to achieve a uniform thickness of approximately 8 to 10 inches.
- B. Means and Methods Exclusion: The Contractor shall be responsible for achieving required compaction and tolerances. Pre-existing base deficiencies outside the defined scope shall not be addressed unless directed by the City in writing.

**3.1.8. LIME-ROCK - NEW MATERIAL**

- A. This work consists of furnishing, placing, grading, and compacting new limerock material where existing base is insufficient to meet design elevations or structural requirements.
- B. Means and Methods Exclusion: Material sourcing, placement techniques, and compaction methods are the Contractor's responsibility. Overruns due to waste or failed compaction shall be borne by the Contractor.

**3.1.9. INSTALL ARCHITECTURAL PAVERS**

- A. Architectural turf block pavers shall be installed over the prepared base in accordance with manufacturer recommendations and approved construction practices.
- B. Means and Methods Exclusion: The Contractor is responsible for layout, cutting, alignment, and installation techniques. Installation deficiencies shall be corrected at no additional cost to the City.

**3.1.10. PERFORMANCE TURF/SOD**

- A. Performance turf or sod shall be installed within the paver cells to stabilize the system, promote infiltration, and achieve the intended functional and aesthetic outcome.
- B. Means and Methods Exclusion: The Contractor shall be responsible for turf handling, installation, and initial establishment. Turf failure due to improper installation shall not constitute a warranty claim against the City.

**3.1.11. FILL SAND/TOPSOIL**

- A. This item includes furnishing and placing approved fill sand and topsoil to fill paver voids, support turf establishment, and fine grade the finished surface.
- B. Means and Methods Exclusion: Settlement or uneven surfaces caused by improper placement shall be corrected by the Contractor at no additional cost.

**3.1.12. MATERIAL & INSTALLATION SPECIFICATIONS**

The Awarded Contractor install the following:

- compacted subgrade

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- compacted soil at perimeter
- geotextile fabric installation
- 8" minimum compacted aggregate base (up to 10" if needed)
- 1" - 1.5" bedding sand
- decorative turf block pavers
- topsoil, sand mixture for openings
- sod plugs or grass seed installation

**3.1.13. WARRANTY**

All materials and workmanship shall be warrantied for no less than one (1) year after project completion.

**3.1.14. PERMITS**

The Contractor will be responsible for external permit fees. The City will reimburse the Awarded Contractor for permit fees at cost. City-related permit fees will be waived.

**3.1.15. CITY'S RESPONSIBILITIES**

The City will provide the Awarded Contractor with the following:

- A. temporary water
- B. temporary power
- C. temporary bathroom

**3.1.16. PROTECTION DURING INCLEMENT WEATHER**

Contractor shall not perform Work during inclement or unsuitable weather that will affect the quality of the completed Work. Contractor shall take necessary precautions in the event of impending inclement weather to protect equipment, materials and Work from damage or deterioration due to floods, driving rain, wind, or snowstorms.

1. City reserves the right to require additional protection measures beyond Contractor's proposed protection measures to protect the Work.
2. Contractor shall not claim additional compensation for additional protection measures required by City nor for damages to equipment, material, or work due to inclement weather.

When identified by Engineer, Contractor shall stop Work and protect new work by protective covering during rain storms.

**3.1.17. REPORTING OF ACCIDENTS (EXECUTION)**

Contractor shall immediately report accidents out of, or in conjunction with, the performance of work in writing to the City.

1. Accident reporting includes on-site and adjacent to site, which cause death, personal injury, or property damage.
2. Written report(s) shall provide full details and witness statements.
3. If a claim is made against the Contractor, supplier, or subcontractor due to accident, Contractor shall promptly report facts, in writing, to Engineer and City, with full account of the claim.

Contractor shall immediately report death, serious injury, or serious damage caused by telephone or messenger to the City's Project Manager.

**3.1.18. WORKSITE, OSHA & SAFETY**

The Awarded Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Awarded Bidder shall utilize Occupational Safety & Health Administration (OSHA) Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction and Occupational Safety and Health Act of 1970, as amended; failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same. When there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. The Awarded Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to personnel on the Work site or who may be affected by the Work.

Consumption, possession, or distribution of alcoholic beverages is strictly prohibited on the project site at all times. Any personnel found in violation of this policy shall be immediately removed from the site and may be permanently barred from returning. The Awarded Bidder shall be responsible for enforcing this policy and ensuring a safe, professional, and substance-free work environment in accordance with applicable safety and labor standards.

The Awarded Bidder shall be responsible for maintaining a safe and secure worksite for the duration of the work. The Awarded Bidder shall maintain all work staging areas in a neat and presentable condition. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**4. SUBMITTAL REQUIREMENTS**

**4.1. SUBMITTAL FORM**

**1. Bidder's legal company name (include d/b/a if applicable):\***

\*Response required

**2. Bidder's Federal Taxpayer/Employer Identification Number (FEIN):\***

*Maximum response length: 12 characters*

\*Response required

**3. State of Incorporation/Organized.\***

*Maximum response length: 25 characters*

\*Response required

**4. Bidder's organization structure:\***

- C-Corporation
- S-Corporation
- Limited Liability Corporation (LLC)
- Partnership
- Proprietorship
- Joint Venture
- Other (explain):

\*Response required

**5. If a Corporation/Limited Liability Company/Other Legal Entity (also referred to as "Company"), Provide Date Of Incorporation/Organized:\***

*Maximum response length: 20 characters*

\*Response required

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**6. Company Operating Address (Including City, State & Zip Code):\***

\*Response required

**7. Company Contact Person & Title:\***

*Maximum response length: 60 characters*

\*Response required

**8. Company Contact Person Email Address:\***

*Maximum response length: 100 characters*

\*Response required

**9. Company Contact Person Phone Number:\***

*Maximum response length: 17 characters*

\*Response required

**10. List names of Bidder's subcontractors and/or subconsultants for this project.**

**11. Are Any Owners/Principals/Persons With Ownership Interest In Your Company A City of Cooper City Elected Official, Commission Board Member or Employee:\***

Yes

No

\*Response required

**12. Bidder shall attach all licenses required by the State of Florida, Broward County, City of Cooper City, and any other applicable authority to perform demolition, site preparation, and installation of turf block pavers.\***

\*Response required

**13. Bidder shall upload a minimum of three (3) comparable projects of similar size and scope completed within the last ten (10) years on the Bidder's Reference Form. References may be verified by the City.\***

Please download the below documents, complete, and upload.

- [Experience Qualification Re...](#)

\*Response required

**14. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services arising within the last five years from the due date of this solicitation. If not applicable, please enter N/A.\***

\*Response required

**15. Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement\***

Please download the document below, complete, and upload.

- [ADA Nondiscrimination State...](#)

\*Response required

**16. Business Entity Affidavit\***

Please download the document below, complete, and upload.

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- [BUSINESS ENTITY AFFIDAVIT.pdf](#)

\*Response required

**17. Certification Regarding Debarment Suspension Etc\***

Please download the document below, complete, and upload.

- [Certification Regarding Deb...](#)

\*Response required

**18. Domestic Partnership Affidavit\***

Please download the document below, complete, and upload.

- [Domestic Partnership Affida...](#)

\*Response required

**19. Drug free Workplace Certificate\***

Please download the document below, complete, and upload.

- [Drug free Workplace Certifi...](#)

\*Response required

**20. Employee Background Verification Affidavit\***

Please download the document below, complete, and upload.

- [Employee Background Verific...](#)

\*Response required

**21. E-Verify Affidavit\***

Please download the document below, complete, and upload.

- [E-Verify Affidavit Form 202...](#)

\*Response required

**22. Foreign (Non-Florida) Corporation Form\***

Please download the document below, complete, and upload.

- [Foreign \(Non-Florida\) Corpo...](#)

\*Response required

**23. Foreign Country of Concern Affidavit\***

Please download the document below, complete, and upload.

- [Foreign Country of Concern ...](#)

\*Response required

**24. Non-Collusion Affidavit\***

Please download the document below, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

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\*Response required

**25. Non-Conflict of Interest\***

Please download the document below, complete, and upload.

- [Non-Conflict of Interest.pdf](#)

\*Response required

**26. Ownership Disclosure Affidavit\***

Please download the document below, complete, and upload.

- [OWNERSHIP DISCLOSURE AFFIDA...](#)

\*Response required

**27. Proof of Workers Compensation Insurance\***

Please download the document below, complete, and upload.

- [Sample Certificate of Insur...](#)

\*Response required

**28. Proof of Workers Compensation or Exemption\***

Please download the document below, complete, and upload.

- [Proof of Workers Compensati...](#)

\*Response required

**29. Public Entity Crimes\***

Please download the document below, complete, and upload.

- [Public Entity Crimes.pdf](#)

\*Response required

**30. Scrutinized Companies Affidavit\***

Please download the below documents, complete, and upload.

- [Scrutinized Companies Affid...](#)

\*Response required

**31. W9\***

Please download the document below, complete, and upload.

- [W-9.pdf](#)

\*Response required

**32. Summary of Documents to be submitted with Bid\***

The following documents have been uploaded and submitted with bid.

*Select all that apply*

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- A copy of active/valid State of Florida Water Well Contractor's License from one of the five (5) state regional water management districts (WMD), pursuant to state statute.
- A minimum of five (5) mechanical integrity testing projects, including packer pressure tests to at least 2,800 feet, as defined in the Florida Administrative Code, Chapter 62-528, within the past five (5) years.
- Americans with Disabilities Act (ADA) Disability Non-Discrimination Statement
- Business Entity Affidavit
- Certification Regarding Debarment Suspension
- Domestic Partnership Affidavit
- Drug-Free Workplace Certificate
- E-Verify Form Pursuant to Section 448.095, Florida Statutes
- Employee Background Verification Affidavit
- Foreign (Non-Florida) Corporation Form
- Foreign Country of Concern Affidavit
- Non-Collusion Affidavit
- Non-Conflict of Interest Statement Proof of Liability Insurance
- Ownership Disclosure Affidavit
- Proof of Liability Insurance
- Proof of Workers' Compensation Insurance or Exemption
- Public Entity Crimes (PEC) Form
- Scrutinized Companies Affidavit
- W-9, Request for Taxpayer Identification Number

\*Response required

**33. The undersigned hereby certifies that this Bid is submitted in response to this Solicitation and that Bidder agrees to the terms and conditions listed within.\***

Please confirm

\*Response required

**34. Bidder's Authorized Representative Signature:\***

By entering the name and title of the Bidder's Authorized Representative below, the Bidder further acknowledges that this entry constitutes the Authorized Representative's digital signature.

The execution of this form constitutes a good faith commitment by the Bidder to accept the terms & conditions set forth in this Solicitation and enter into a contract with the City.

*Maximum response length: 75 characters*

\*Response required

**4.2. PRICE SHEET**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Regular Excavation	1,274	Cubic Yard		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Type B Stabilization	3,071	Square Yard		
3	Reworking Lime rock Base (8-10")	3,071	Square Yard		
4	Lime rock – New Material	787	Cubic Yard		
5	Install Architectural Pavers	3,071	Square Yard		
6	Performance Turf / Sod	3,071	Square Yard		
7	Fill Sand / Topsoil	151	Cubic Yard		
8	Mobilization - Task Order Total - \$0.00 - \$100,000.00	1	Lumpsum		
9	Mobilization - Task Order Total – Over \$100,000.01	1	Lumpsum		
<b>TOTAL</b>					