



## **Town of Surfside**

### **ITB 2026-02**

#### **Champlain Towers South Memorial Project**

#### **Addendum No. 1**

Date Issued: February 13, 2026

To All Bidders,

This Addendum modifies and becomes a part of Invitation to Bid (ITB) No. 2026-02. All bidders must acknowledge receipt of this Addendum.

In response to the questions received at the Pre-Bid Meeting, the following responses are provided:

1. **Question:** Is public access required to be maintained during construction?

**Response:** Public access will not be required during construction.

2. **Question:** Is staging required to be onsite, or may another area be utilized?

**Response:** Limited space may be available across the street where debris is currently being stored; however, contractors are encouraged to maintain staging onsite to the greatest extent possible.

3. **Question:** What is the intended start date?

**Response:** The anticipated start date is mid to late March 2026, as identified in the ITB documents.

4. **Question:** Does the Town have an estimated budget for the project?

**Response:** The Town is seeking pricing from contractors through this competitive process. Funding will be allocated to support construction.

5. **Question:** Is there an MBE or SBE requirement for this project?

**Response:** This procurement is Phase Two of the competitive process initiated under RFQ No. 2025-04 for the Champlain Towers South Memorial Construction Project. As set forth in Section 1.4 of RFQ 2025-04, the Town of Surfside is committed to increasing contracting and subcontracting opportunities with disadvantaged, minority-owned, and women-owned enterprises.

In accordance with 2 C.F.R. § 200.321, the successful Respondent shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include, but are not limited to:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation;
- Establishing delivery schedules that encourage participation; and
- Utilizing the services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

There is no set percentage participation requirement; however, compliance with the affirmative steps outlined above is required.

6. **Question:** Will the aerial apparatus zone need to be maintained during construction?

**Response:** The aerial apparatus zone is intended to be maintained after construction for fire response access but is not required to be maintained throughout construction.

7. **Question:** Is the FPL transformer associated with this project or the adjacent project?

**Response:** The FPL transformer is associated with this project. The adjacent project has a separate power vault.

8. **Question:** Has FPL been contacted regarding the transformer?

**Response:** Meetings have been held with FPL, and they are currently working on the transformer design.

9. **Question:** May the contractor fence the entire site?

**Response:** The contractor may fence the project site; however, the fencing must allow access to the Solara site.

10. **Question:** Is the contractor responsible for modifications to traffic signalization?

**Response:** Construction is not anticipated to require modifications to traffic signalization.

11. **Question:** Have outside agency permits been secured?

**Response:** Permit applications were submitted and are anticipated to be issued soon.

12. **Question:** Are there any known archaeological issues on the site?

**Response:** There are no known archaeological issues at this time.

The following bond-related questions were received, and the Town provides the following responses:

13. **Question:** The Bid Bond Form (attached) is missing a reference to the duration that the bid bond is for as well as terms of when it kicks in. The following is suggested language. I do not recall a requirement that the bid amount be held for greater than 90 days, if there is such a requirement, please highlight that in the February 3<sup>rd</sup> prebid meeting:

*The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the greater of 90 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a Contract with the Owner in accordance with the terms of such bid, and contemporaneously gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference between the amount specified in said bid and such larger amount for which the Contractor may in good faith contract with another party to perform the work covered by said bid subject to the five percent limit set forth in Paragraph 1, then this obligation shall be null and void, otherwise to remain in full force and effect. Owner shall obtain the Surety's consent for an extension beyond 90 days of submission. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.*

**Response:** Pursuant to Form 1 of ITB No. 2026-02, Bidders agree that their bid shall remain firm for a period of one hundred eighty (180) days after opening by the Town. The Bid Bond submitted with the bid secures the Bidder's obligation to honor its bid for the required 180-day period and to execute the Contract and furnish the required Payment and Performance Bonds if awarded. The Town does not intend to revise the Bid Bond form to incorporate a 90-day limitation or additional conditional language. The bid validity period is 180 days as stated in the ITB documents.

14. **Question:** Regarding paragraph 2 of the PAYMENT BOND, this paragraph requires payment to subs/vendors within 90 days following completion of work or delivery of materials, which is fine assuming that there has been *Owner payment*. This paragraph should reference the condition of Owner payment, since it is common for payment to be made within about 14 days of Owner payment receipt, rather than only 90 days after completion of the work.

**Response:** Paragraph 2 of the Payment Bond reflects the requirements of Section 255.05, Florida Statutes, governing payment bonds on public construction projects. The ninety (90) day provision establishes the statutory period after which a claimant may pursue an action on the bond if unpaid. It does not establish a payment timing requirement between the Contractor and its subcontractors, nor is it conditioned upon Owner payment. The Town will not revise the Payment Bond to condition statutory claimant rights upon receipt of payment from the Owner. The bond form shall remain as issued.

15. **Question:** Regarding paragraph 5 of the “PAYMENT BOND”, which is similar to the concluding paragraph in the PERFORMANCE BOND, these paragraphs are very broad and require some discussion/revision.

**Response:** Paragraph 5 of the Payment Bond and the corresponding provisions in the Performance Bond are standard public construction bond terms. These provisions clarify that modifications to the Contract, including change orders or extensions of time, do not discharge or impair the Surety's obligations.

Such language is customary in public construction bonds and is necessary to preserve the Town's protections under the Contract and applicable law. The Town does not intend to revise these provisions. The bond forms shall remain as issued.

**PROPOSER:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_