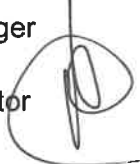


# Memo

**To:** Kennie Hobbs, City Manager

**From:** Marc Celetti, CMCP Director 

**cc:** CMCP files.

**Date:** April 23, 2026

**Re:** *Lauderhill Police Substation at Mae Jenkins Park - Change order request 002R-3 in the amount of 88,053 from Di Pompeo Construction Corporation.*

---

## **Project Vital Statistics**

**Project Title:** RFP 23-027 - Lauderhill Police Substation at Mae Jenkins Park  
**Contract Awarded:** October 3, 2024 (Resolution 25R-09-198)  
**General Contractor:** Di Pompeo Corporation  
**Engineer of Record (EOR):** Mark Johnson  
**Architect of Record (AOR):** Saltz Michelson Architects  
**Building Permit:** 25050022 (Issued June 23, 2025)  
**Engineering Permit:** 25050024 (Issued June 16, 2025)  
**Purchase Order:** 29452

**Executive Summary:** This memorandum seeks approval for Change Order #002 in the amount of \$88,053.00. This adjustment addresses unforeseen site conditions, mandatory building and fire code requirements, and City-requested enhancements. If approved, the total contract value will increase from \$1,327,699.00 to \$1,415,722.00.

**Justification of Increases:** The primary drivers for this change order include:

- Unforeseen Field Conditions (\$76,028): Post-excavation inspections revealed the need for additional silt removal, soil replacement, and revised grading to ensure structural integrity. These items (RCO #6RR and #14) have been validated by Saltz Michelson Architects (AOR).

- Regulatory & Code Compliance (\$11,427): Field inspections and City ordinances necessitated the addition of roof spray insulation, a Starlink cellular dialer for fire safety, and a Knox Box for Fire Department access.
- Infrastructure Coordination (\$21,505): Required the redirection of electrical conduit due to a conflict between the original FPL transformer location and the drainage system, as well as the addition of CCTV junction boxes per City request.

**Cost Mitigation (Credits)** To offset the requested increases, the project realized (\$20,916.00) in savings through:

- Deductive credits for toilet accessories and an IT pole.
- The reconciliation of the unused balance from the Signage Allowance.

**Financial Impact**

Description	Amount
Original Contract Sum	\$1,129,800.00
Previous Change Orders (001)	\$197,869.00
Current Contract Sum	\$1,327,699.00
Proposed Change Order #002	\$88,053.00
New Projected Contract Total	\$1,415,722.00

**Recommendation:** Staff recommends the approval of Change Order #002 to maintain the project schedule and ensure compliance with all life-safety and building codes.

**Attachments:**

- AIA Change order 002R-3
- Change order back up
- Resolution 25R-09-198 CO 001 Approval



**AIA**<sup>®</sup>

# Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Lauderhill Police Substation at  
Maye Jenkins Park  
3800 NW 4<sup>th</sup> Ct.  
Lauderhill, FL 33311

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 10/03/2024

**CHANGE ORDER INFORMATION:**  
Change Order Number: 002R-3  
Date: 04/21/2026  
Total Pages: 182

**OWNER:** *(Name and address)*  
The City of Lauderhill

**ARCHITECT:** *(Name and address)*  
Saltz Michelson Architects

**CONTRACTOR:** *(Name and address)*  
Di Pompeo Construction Corporation

5801 W. Oakland PK. Blvd  
Lauderhill, FL, 33311

3501 Griffin Road  
Ft. Lauderdale, FL., 33312

2301 NW 33rd Court, Unit 102  
Pompano Beach, FL 33069

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- |  |                      |
|--|----------------------|
| 1. DCC RCO #6RR - Additional silt removal and fill replacement         | ADD \$66,653.00      |
| 2. DCC RCO #7 - Add (3) CCTV J-Boxes                                   | ADD \$2,520.00       |
| 3. DCC RCO #8R - Spray insulation for roof system                      | ADD \$9,497.00       |
| 4. DCC RCO #4R - Directional bore to FPL pole at East side of property | ADD \$18,985.00      |
| 5. DCC RCO #12 - Knox Padlock  | ADD \$329.00         |
| 6. DCC RCO #11 - Starlink Cellular Dialer                              | ADD \$1,601.00       |
| 7. DCC RCO #14 - Revised grading due to unforeseen conditions          | ADD \$9,375.00       |
| 8. DCC RCO #13 - Change in toilet accessories                          | DEDUCT <\$305.00>    |
| 9. DCC RCO #10 - Credit for IT pole                                    | DEDUCT <\$2,990.00>  |
| 10. DCC RCO #15 - Credit for unused balance of sign allowance          | DEDUCT <\$17,612.00> |

The original Contract Sum was	\$ 1,129,800.00
The net change by previously authorized Change Orders	\$ 197,869.00
The Contract Sum prior to this Change Order was	\$ 1,327,669.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 88,053.00
The new Contract Sum including this Change Order will be	\$ 1,415,722.00

The Contract Time will increase by 28 days.  
The date of Substantial Completion will be July 16, 2026

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Saltz Micheleson Architects

Di Pompeo Construction Corporation

City of Lauderhill

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

SIGNATURE

John Di Pompeo Jr., President  
PRINTED NAME AND TITLE

04/21/2026

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



# Di Pompeo

## Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta  
Project Manager

Date: 2/24/2026  
Sent: 6 pages  
Via email to: ddacosta@laudherhill-fl.gov

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No. 4R in the amount of (\$18,985.39) Eighteen Thousand Nine Hundred Eighty Five Dollars 39/100. This change order is to provide a credit for the conduit, wire & trenching / digging to the FPL transformer that was to be at the west end of the new building and provide a directional bore with wire from the meter can to the FPL pole on the east side of the park. FPL is to provide a handhole and will provide service down the pole to the handhole as per Option 1 detailed in the attached Email on 10/9/25. This will decrease the costs from FPL and will not require an Easement as the service will be private / customer owned from the handhole to the meter can. The conduit we will install will be capable of a future upgrade to the service to the building to 400 amp 3 phase without the need to install new conduits. We have included sod restoration only of the area around the pole where the handhole and bore are to be placed. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 2/24/2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,  
Jon Shambo  
VP of Operations, LEED AP.

Accepted and Approved by:

\_\_\_\_\_  
Signature of City of Lauderhill, PM

\_\_\_\_\_  
Date

CC: J.M.Cala (City of Lauderhill)  
Elias Ramos, AIA, Saltz Michelson Architects  
J. Di Pompeo Jr., I. Slones, J. Curran, DCC Accounting Dept.  
B. Greene, Owner Corr. File, Time impact file. RCO #4R

\_\_\_\_\_  
Print Name

Accepted and Approved by:

\_\_\_\_\_  
Signature of Saltz Michelson Architect PM

4/23/26  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name  
Charles Michelson

[www.dipompeoconstruction.com](http://www.dipompeoconstruction.com)

111 Orange Avenue, Suite #318, Fort Pierce, Florida 34950 • Telephone: (772) 932-4013  
2301 N.W. 33<sup>rd</sup> Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252





# Di Pompeo

## Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta, Project Manager

Saltz Michelson Architects  
3501 Griffin Rd.  
Ft. Lauderdale, FL. 33312  
Attn: Elias Ramos, Project Manager

Date: 1/7/2026  
Sent: 64 pages  
Via email to: ddacosta@lauderhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order NO. 6RR in the amount of **(\$66,653.00) Sixty Six Thousand Six Hundred Fifty-Three Dollars 00/100** to provide additional silt removal, placing new rock and fill due to the unforeseen amounts of silt not accounted for in previous change order #2R. Please note that there is 5 truck loads of exported fill not listed below for tickets we provided that were for removal of grubblings that was part of contract work. All testing to be done by Terracon and no testing cost are included in this proposal. **This proposal is based upon actual unit quantities as determined in the field by the attached Tickets. We did not include any seismic monitoring for the potential sheet pile vibration.** DCC has completed this added excavation of additional silt removal and fill replacement work as directed by The City of Lauderhill per Email from D. DaCosta dated 12/16/25 (attached). This change order is being submitted additionally in accordance with the following qualifications:

1. This includes only the work denoted on the attached Change Order Cost Breakdown dated 1/7/2026.
2. **The additional work did delay the project that we will need to add additional time to our schedule and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter.**
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,  
Jon Shambo  
Project Manager

Accepted and Approved by:

\_\_\_\_\_  
Signature of City of Lauderhill, PM

\_\_\_\_\_  
Date

CC: Elias Ramos, AIA, Saltz Michelson Architects (emailed)  
J. Di Pompeo Jr., I. Slones, D. Neftleberg,  
DCC Accounting Dept, Owner correspondence file  
Time Impact file, RCO No. 6RR

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Saltz Michelson Architects PM

4/23/26  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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# Di Pompeo

## Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Damelon DaCosta, Project Manager

Saltz Michelson Architects  
3501 Griffin Rd.  
Ft. Lauderdale, FL. 33312  
Attn: Elias Ramos, Project Manager

Date: 2/24/2026  
Sent: 6 pages  
Via email to: ddacosta@lauderhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No 7 in the amount of (\$2,520.00) Two Thousand Five Hundred and Twenty Dollars 00/100 for the following change order scope As requested by the owner, to add 3 (three) J-boxes for CCTV in exterior soffit and 1 (one) interior in soffit as per attached Email & plan marked up from Dameion DaCosta received on 2/20/24. Pricing is for conduit to accessible ceiling area and a single gang ring & cover plate on a 4x4 J-box. Conduit ends to have bushings installed. Cameras & wiring to be done by the City. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 02 /24 /2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,  
Jon Shambo  
Project Manager

CC: Elias Ramos, AIA, Saltz Michelson Architects (emailed)  
J. Di Pompeo Jr., I. Slones, D. Neffleberg,  
DCC Accounting Dept, Owner correspondence file  
Time impact file, RCO No. 7

Accepted and Approved by:

\_\_\_\_\_  
Signature of City of Lauderhill, PM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Saltz Michelson Architects PM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

4/23/26

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# Di Pompeo Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313

Attn: Dameion DaCosta, Project Manager

Saltz Michelson Architects  
3501 Griffin Rd.

Ft. Lauderdale, FL, 33312

Attn: Elias Ramos, Project Manager

Date: 2/28/2026

Sent: 4 pages

Via email to: ddacosta@laudershill-fl.gov

eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No 8R in the amount of (\$9,497.00) Nine Thousand Four Hundred and Ninety Seven Dollars 00/100 for the following change order scope: To add R-19 Icynene Spray insulation with Intumescent coating to the underside of the plywood decking for the roof system. The permitted plans were changed from the Bid set to add this insulation per the revised A2.0 revision 1 dated 05-30-25 (attached) which was received with the permitted plans. This work was not included in our bid. R-19 Batt insulation is not feasible to install on the underside of the plywood roof system. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 02 /24 /2026
2. The additional work will delay the project schedule 14 days and depending on when this RCO is approved we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,  
Jon Shambo  
Project Manager

Accepted and Approved by:

Signature of City of Lauderhill, PM

Date

CC: Elias Ramos, AIA, Saltz Michelson Architects (emailed)  
J. Di Pompeo Jr., I. Slones, D. Nettleberg,  
DCC Accounting Dept, Owner correspondence file  
Time impact file, RCO No. 8R

Print Name

Signature of Saltz Michelson Architects PM

Date

Print Name

4/23/26

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General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta  
Project Manager

Saltz Michelson Architects  
3501 Griffin Road  
Ft. Lauderdale, FL 33312  
Attn: Elias Ramos  
Project Manager

Date: 03/17/2026  
Sent: 13 pages  
Via email to: ddacosta@lauderhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No. 10 for a credit in the amount of (\$2,990.00) ....Two Thousand Nine Hundred Ninety Dollars 00/100 for the following change order to provide the City with a credit for the allowance we had for the IT pole less the deduction for labor and materials already installed prior to the change of location and deletion of the pole and for installing the new 1-1/2" conduit in the ceiling and out the soffit as shown in the preferred location option 2 as marked on the attached plan received in DCC RFI #4 response received on January 29, 2026, attached which was after the slab was poured with the two conduits that were to go to the first proposed pole location. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 03/16/2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,

Accepted and Approved by:

Jon Shambo  
Project Manager

\_\_\_\_\_  
Signature of City of Lauderhill, PM      Date

CC: J.M.Cala, S. Newton (City of Lauderhill)  
J. Di Pompeo Jr., DCC Accounting Dept.  
Owner correspondence file, Time impact file, RCO No. 10

\_\_\_\_\_  
Print Name  
*Charles Michelson*      4/23/26  
Signature of Saltz Michelson, Architects, PM      Date

*CHARLES MICHELSON*  
\_\_\_\_\_  
Print Name

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111 Orange Avenue, Suite #318, Fort Pierce, Florida 34950 • Telephone: (772) 932-4013  
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# Di Pompeo Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta  
Project Manager

Saltz Michelson Architects  
3501 Griffin Road  
Ft. Lauderdale, FL 33312  
Attn: Elias Ramos  
Project Manager

Date: 03/17/2026  
Sent: 4 pages  
Via email to: ddacosta@lauderhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No. 11 in the amount of (\$1,601.00) ....One Thousand Six Hundred One Dollars 00/100 for the following change order to provide a cellular dialer for the Fire Alarm System. The Fire alarm system requires by code either 2 (two) telephone lines or the Starlink Cellular dialer. The Fire alarm system cannot be on a VoiP phone system and or through a canopy phone system. In reviewing the plans there are no telephone lines coming from AT&T and no notes on providing a cellular dialer in the Fire Alarm drawings on page E2.1. The Starlink system can eliminate the need for two hard wired telephone lines. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 03/17/2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,

Accepted and Approved by:

Jon Shambo  
Project Manager

\_\_\_\_\_  
Signature of City of Lauderhill, PM

\_\_\_\_\_  
Date

CC: J.M.Cala, S. Newton (City of Lauderhill)  
J. Di Pompeo Jr., DCC Accounting Dept.  
Owner correspondence file, Time impact file, RCO No. 11

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Saltz Michelson Architects, PM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

[www.dipompeoconstruction.com](http://www.dipompeoconstruction.com)

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# Di Pompeo

## Construction Corporation

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General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Damelon DaCosta  
Project Manager

Saltz Michelson Architects  
3501 Griffin Road  
Ft. Lauderdale, FL 33312  
Attn: Elias Ramos  
Project Manager

Date: 04/02/2026  
Sent: 5 pages  
Via email to: ddacosta@lauderhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No. 13 in the credit amount of (\$305.00) .... Three Hundred Five Dollars 00/100 for the following change order based upon City's request to delete (1) Recessed Toilet Paper Combo sanitary napkin disposal Unit and add (1) 10-0030 Surface Toilet Paper Holder based upon making the restrooms Unisex. As per the approved signage submittal and Email from Elias on 3/12/26 attached. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 04/01/2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,

  
Jon Shambo  
Project Manager

Accepted and Approved by:

\_\_\_\_\_  
Signature of City of Lauderhill, PM      Date

\_\_\_\_\_  
Print Name

  
Signature of Saltz Michelson Architects, PM      Date

  
Print Name

CC: J.M.Cala, S. Newton (City of Lauderhill)  
J. Di Pompeo Jr., DCC Accounting Dept.  
Owner correspondence file, Time impact file, RCO No. 13

[www.dipompeoconstruction.com](http://www.dipompeoconstruction.com)

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# Di Pompeo Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta  
Project Manager

Saltz Michelson Architects  
3501 Griffin Road  
Ft. Lauderdale, FL 33312  
Attn: Elias Ramos  
Project Manager

Date: 03/17/2026  
Sent: 7 pages  
Via email to: ddacosta@lauderhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No. 12 in the amount of (\$329.00) ...Three Hundred twenty Nine Dollars 00/100 for the following change order based upon RFI #22 and email from City dated 03/09/2026 to provide one Knox padlock for the South gate. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 03/17/2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,

Accepted and Approved by:

Jon Shambo  
Project Manager

\_\_\_\_\_  
Signature of City of Lauderhill, PM

\_\_\_\_\_  
Date

CC: J.M.Cala, S. Newton (City of Lauderhill)  
J. Di Pompeo Jr., DCC Accounting Dept.  
Owner correspondence file, Time impact file, RCO No. 12

\_\_\_\_\_  
Print Name  
*Charles Michelson*

\_\_\_\_\_  
Signature of Saltz Michelson Architects, PM

\_\_\_\_\_  
Date  
*4/23/26*

\_\_\_\_\_  
*CHARLES MICHELSON*

Print Name

[www.dipompeoconstruction.com](http://www.dipompeoconstruction.com)

111 Orange Avenue, Suite #318, Fort Pierce, Florida 34950 • Telephone: (772) 932-4013  
2301 N.W. 33<sup>rd</sup> Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252





# Di Pompeo

## Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta  
Project Manager

Saltz Michelson Architects  
3501 Griffin Road  
Ft. Lauderdale, FL 33312  
Attn: Elias Ramos  
Project Manager

Date: 04/15/2026  
Sent: 41 pages  
Via email to: ddacosta@laudherhill-fl.gov  
eramos@saltzmichelson.com

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No. 14 in the amount of (\$9,375.00) Nine Thousand Three Hundred Seventy Five Dollars 00/100 for the following change order based upon RFI 26 and is for unforeseen conditions where the grading could not be accomplished without the removal of at least 3 large oak trees and approximately 60 linear ft of left over retaining wall that was buried from an old silt pit and removal of silt top allow for growth of sod and tree roots and some percolation. The work is to revise / shift the location of the swale on the west side and change the grading based upon plans received on 4/10/26 that were issued to deal with the unforeseen old portion of silt retaining wall found while grading per plans. This includes revising the front walks, increasing and deletion of concrete around the structure to make an accessible pathway around the mechanical equipment to the Electrical meter and fire sprinkler riser and to the mechanical room doors. Loss of equipment time for 1 week pending decisions, 1 week of labor & Equipment time to revise the grading, change the slopes already shaped on the west side and a portion of silt removal and replace with dirt. To also remove / cut off rebar sticking out of the ground, haul off old concrete and pipe found left from the old water plant and silt haul off. As per RFI 26 dated 4/1/26 and multiple emails from 4/3 through to 4/10/26 with multiple revisions / designs which were finalized on 4/10/26 with a revised updated C-1 received from Elias with follow up email from Dameion on 4/13/26 with the attached C-1 revision. ... and scope of work. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 04/15/2026
2. The additional work delayed the project schedule 14 days, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,

Jon Shambo  
Project Manager

Accepted and Approved by:

\_\_\_\_\_  
Signature of City of Lauderhill, PM      Date

CC: J.M.Cala, S. Newton (City of Lauderhill)  
J. Di Pompeo Jr., DCC Accounting Dept.  
Owner correspondence file, Time impact file, RCO No. 14

\_\_\_\_\_  
Print Name      Date

     4/23/26

Signature of Saltz Michelson Architects, PM

\_\_\_\_\_  
Print Name

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111 Orange Avenue, Suite #318, Fort Pierce, Florida 34950 • Telephone: (772) 932-4013  
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# Di Pompeo Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

City of Lauderhill  
5581 W. Oakland Blvd  
Lauderhill, FL 33313  
Attn: Dameion DaCosta  
Project Manager

Saltz Michelson Architects  
3501 Griffin Road  
Ft. Lauderdale, FL 33312  
Attn: Elias Ramos  
Project Manager

Date: 04/20/2026  
Sent: 32 pages  
Via email to: [ddacosta@laudershill-fl.gov](mailto:ddacosta@laudershill-fl.gov)  
[eramos@saltzmichelson.com](mailto:eramos@saltzmichelson.com)

Dear Mr. DaCosta,

We are submitting herewith our Request for Change Order No 15 to provide the City a CREDIT in the amount of (\$17,612.00) Seventeen Thousand Six hundred Twelve Dollars 00/100 for the following change order based upon the Signage submittals 10400.01 & 10400.02 and RFI's 25 & 27 for the signage required for the building's actual scope of work and invoices from suppliers and to return to the City the unused balance of the Signage allowance. DCC will not commence this work until we receive an executed change order from The City of Lauderhill. This proposal is being submitted additionally in accordance with the following qualifications:

1. This proposal includes only the work denoted on the attached Change Order Cost Breakdown dated 04/20/2026
2. The additional work may delay the project schedule, and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
3. No building, utility, surcharges, testing or any other related fees associated with this additional work have been included in this change request unless specifically noted. In addition, Di Pompeo Construction Corp. will not be held responsible for proceeding with the changes prior to the review and approval of any agencies, boards, building departments or municipalities, if required.
4. This proposal does not include money that affects extended overhead, acceleration and/or impact costs. Di Pompeo reserves the right to request additional compensation for general conditions, impact costs and a time extension which may result from this change.

Sincerely,

Jon Shambo  
Project Manager

Accepted and Approved by:

\_\_\_\_\_  
Signature of City of Lauderhill, PM      Date

CC: J.M.Cala, S. Newton (City of Lauderhill)  
J. Di Pompeo Jr., DCC Accounting Dept.  
Owner correspondence file, Time impact file, RCO No. 15

\_\_\_\_\_  
Print Name  
  
Signature of Saltz Michelson Architects, PM      Date 4/23/26

\_\_\_\_\_  
CHARLES MICHELSON  
Print Name

[www.dipompeoconstruction.com](http://www.dipompeoconstruction.com)

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**RESOLUTION NO. 25R-09-198**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$197,869.00 WITH DI POMPEO CONSTRUCTION CO., FOR ADDITIONAL SERVICES PURSUANT TO RFP NUMBER 2023-027; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-333-06212; PROVIDING THE CITY MANAGER AND CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY ENGINEER, J. MARTIN CALA, P.E. AND CITY MANAGER, KENNIE HOBBS JR.).**

WHEREAS, the City of Lauderhill awarded RFP #2023-027, a Police Substation Project and entered into an agreement with Di Pompeo Construction Corporation (Di Pompeo“) for construction services; and

WHEREAS, additional work is needed to stabilize and improve soil at the site before construction can begin; and

WHEREAS, Di Pompeo has submitted a change order, attached hereto, in the amount of \$197,869 to perform the work; and

WHEREAS, City staff has reviewed the change order and recommends approving same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, THAT:

SECTION 1. The above recitations are true and hereby incorporated herein.

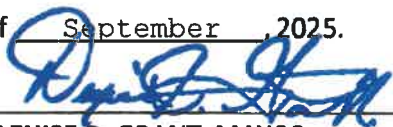
SECTION 2. The Change Order with Di Pompeo in an amount not to exceed \$197,869.00, is hereby approved.

SECTION 3. Payment shall be made from budget code number 307-333-06212.


SECTION 4. The City Manager and City Attorney are authorized to do all things necessary to effectuate this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 29 day of September, 2025.

  
\_\_\_\_\_  
DENISE D. GRANT, MAYOR  
PRESIDING OFFICER

ATTEST:

*for Deputy*  
  
ANDREA M. ANDERSON, MMC  
CITY CLERK

MOTION M. Dunn

SECOND J. Hodgson

R. CAMPBELL Yes

M. DUNN Yes

D. GRANT Yes

J. HODGSON Yes

S. MARTIN Yes

Approved as to Form  
  
Hans Ottinot  
City Attorney



# City of Lauderhill

City Commission  
Chambers at City Hall  
5581 W. Oakland Park  
Blvd.  
Lauderhill, FL, 33313  
www.lauderhill-fl.gov

## File Details

**File Number: 25R-6386**

<b>File ID:</b> 25R-6386	<b>Type:</b> Resolution	<b>Status:</b> Agenda Ready
<b>Version:</b> 1	<b>Reference:</b>	<b>In Control:</b> City Commission Meeting
		<b>File Created:</b> 09/16/2025
<b>File Name:</b> Maye Jenkins Park Construction Project	<b>Final Action:</b>	

**Title:** RESOLUTION NO. 25R-09-198: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$197,869.00 WITH DI POMPEO CONSTRUCTION CO., FOR ADDITIONAL SERVICES PURSUANT TO RFP NUMBER 2023-027; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-333-06212; PROVIDING THE CITY MANAGER AND CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY ENGINEER, J. MARTIN CALA, P.E. AND CITY MANAGER, KENNIE HOBBS JR.).

**Notes:**

**Sponsors:** \_\_\_\_\_ **Enactment Date:** \_\_\_\_\_

**Attachments:** RCO No 2R Silt Removal and Replacement\_Lauderhill Police Substation, Resolution change order Di Pompeo **Enactment Number:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Hearing Date:** \_\_\_\_\_

\* **Drafter:** ddacosta@Lauderhill-fl.gov **Effective Date:** \_\_\_\_\_

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 25R-6386

**RESOLUTION NO. 25R-09-198: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$197,869.00 WITH DI POMPEO CONSTRUCTION CO., FOR ADDITIONAL SERVICES PURSUANT TO RFP NUMBER 2023-027; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-333-06212; PROVIDING THE**

**CITY MANAGER AND CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY ENGINEER, J. MARTIN CALA, P.E. AND CITY MANAGER, KENNIE HOBBS JR.).**

**Request Action:**

A RESOLUTION AUTHORIZING "DI POMPEO CONSTRUCTION,CO." TO REMOVE AND DUMP SILT MATERIAL FROM UNDER THE PROPOSED BUILDING PAD, BACKFILL, COMPACT AND STABILIZE SOIL BEFORE CONSTRUCTION, IMPROVE SOIL CONDITION PURSUANT TO RFP #2023-027 .

**Need Summary Explanation/ Background:**

ACTION IS NEEDED TO STABILIZE THE SOIL CONDITIONS BASED ON THE GEOTECHNICAL REPORT RECOMMENDATION. AUTHORIZE THE CITY MANAGERTO EXECUTE A CHANGE ORDER IN THE AMOUNT OF \$197,869.07 TO "DI POMPEO CONSTRUCTION, CO." TO IMPROVE THE CONDITION OF THE SOIL TO ACCOMADATE THE LOAD BEARING CAPACITY OF THE PROPOSED INFRASTCUTURE. THIS is a critical item and need to be improve before THE BUILDING CAN BE CONSTRUCTED.

**Cost Summary/ Fiscal Impact:**

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements  
PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$ 197,869.07 FROM BUDGET CODE NUMBER 307-333-06212

**Attachments:**

Number all attachments consecutively.  
CHANGE ORDER AND PRICE SHEET (DI POMPEO CONSTRUCTION,CO.)  
RESOLUTION

**Procurement information: [check all that apply]**

RFP/Bid                     Emergency Purchase                     SBE  
 Proposal/Quote             State Grant Funds                     Local Preference  
 Piggyback Contract             Federal Grant Funds  
 Sole Source                     Matching Required



# Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Lauderhill Police Substation at  
 Maye Jenkins Park  
 3800 NW 4<sup>th</sup> Ct.  
 Lauderhill, FL 33311

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: 10/03/2024

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 001  
 Date: 11/05/2025

**OWNER:** *(Name and address)*  
 The City of Lauderhill

**ARCHITECT:** *(Name and address)*  
 Saltz Michelson Architects

**CONTRACTOR:** *(Name and address)*  
 Di Pompeo Construction Corporation

5801 W. Oakland PK. Blvd  
 Lauderhill, FL, 33311

3501 Griffin Road  
 Ft. Lauderdale, FL., 33312

2301 NW 33rd Court, Unit 102  
 Pompano Beach, FL 33069

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Di Pompeo Construction Corp. AKA DCC, is to provide additional services as per Resolution NO. 25R-09-198 (attached) and as per DCC's RCO #2R dated 08/01/2025 for the silt removal and fill replacement from the Police Substation building pad site. All testing / Geotechnical services for the monitoring and testing of the removal and replacement is by the City's Geotechnical firm Terracon. Extended time is based upon this Change order being executed and returned to DCC by 11/14/2025 and the restoration of the building pad should be completed by 12/19/2025 and will be adjusted based on actual completion. The Original terms of the contract remain unchanged. (11 pages total)

The original Contract Sum was	\$ <u>1,177,000.00</u>
The net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>1,177,000.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>197,869.00</u>
The new Contract Sum including this Change Order will be	\$ <u>1,374,869.00</u>

The Contract Time will be increased by One Hundred Seventy-Three (173) days.  
 The new date of Substantial Completion will be June 18, 2026

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Saltz Micheleson Architects

Di Pompeo Construction Corporation

City of Lauderhill

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

John Di Pompeo Jr., President  
 PRINTED NAME AND TITLE

Danica DeCosta Project Manager  
 PRINTED NAME AND TITLE

DATE

11/5/2025  
 DATE

11/6/2025  
 DATE



DCC Project #2024-02  
 Project Name: Lauderhill Police Substation  
 City Project # RFP 2023-027  
 Date: 08/1/2025

DIPOMPEO CONSTRUCTION CORP.  
 2301 NW 33rd Court Suite #102  
 Pompano Beach, FL 33069

**REQUEST FOR CHANGE ORDER (RCO) NO. 02R Breakdown Summary**

**SCOPE OF WORK:** Pursuant to your markups received on July 31, 2025 (attached), to Dig test pit and observe pursuant to Terracon report dated 5/4/20 received by DCC 12/11/2024 with DCC email to the Dameion DaCosta, City of Lauderhill and Elias Ramos, Saltz Michelson Architects dated 6/30/2025 & 07/14/2025, Dameion DaCosta Email to Jon Shambo, DCC dated 07/10/2025 & 07/17/2025, Dameion DaCosta email to John Di Pompeo dated 07/21/2025, remove existing silt and replace with rock and clean dirt and add one line of piling near the houses. All testing to be done by Terracon and no testing cost are included in this proposal. This proposal is to be based upon actual unit quantities to be determined in the field and the change order shall be adjusted accordingly and we did not include any seismic monitoring for the potential sheet pile vibration in this proposal. DCC will not commence this added excavation of silt removal and replacement work until we receive an executed change order from The City of Lauderhill and Saltz Michelson Architects.

This breakdown summary is being submitted in conjunction with DiPompeo's cover letter dated 08/1/2025

ITEM No.	REQUEST FOR CHANGE ORDER COST BREAKDOWN	MEASURED QUANTITY	MEASURED UNITS	COST UNIT PRICE	COST EXTENDED UNIT PRICE
1	Obtain pricing & assemble RCO to City/Architect	0	LS	\$ -	\$ -
2	GPR ground radar to find existng pipes (4 hour min)	0	LS	\$ -	\$ -
3	Mobilizations of multiple equipment items	1	LS	\$ 20,000.00	\$ 20,000.00
4	Remove extg pipe buried in building pad w trackhoe	0	CY	\$ -	\$ -
5	Dispose of extg pipe (qualified as 2 dumptruck)	0	EA	\$ -	\$ -
6	Sheet piling 1 side west of bldg	60	LF	\$ 1,000.00	\$ 60,000.00
7	Construct/Remove sediment pond to place silt before	0	LS	\$ -	\$ -
8	Add silt sock around pond	0	LF	\$ -	\$ -
9	Dewatering remove water/discharge to extg basin (City /County permit & approval not included)	15	days	\$ 2,000.00	\$ 30,000.00
10	Labor setup, move pump and hoses and fuel	0	Hrs	\$ -	\$ -
11	Fuel for dewatering pump system	0	Gal	\$ -	\$ -
12	Excavate silt	450	CY	\$ 20.00	\$ 9,000.00
13	Haul silt offsite to landfill (not a contaminated dump)	450	CY	\$ 40.00	\$ 18,000.00
14	Place 57 stone	130	Tons	\$ 60.00	\$ 7,800.00
15	Place and compact Struct fill to extg grade	450	CY	\$ 40.00	\$ 18,000.00
16	Supervisor to oversee added work on critical path	3	weeks	\$ 2,000.00	\$ 6,000.00
17	Daily cleanup, sweep street (BY CITY)	0	Hrs	\$ -	\$ -
18	Clean drain pipe system after dewatering (BY CITY)	0	LS	\$ -	\$ -
				<b>TOTAL</b>	<b>\$168,800.00</b>
<b>SUBCONTRACTOR COSTS:</b>					
1	Observation of digging test pit, see Federal Engineering, Inc. Invoice #134584 dated 7/14/25	1	LS	\$974.10	\$974.10
2	Dig test pit, see Chuck's Backhoe Service, Inc. Invoice #178011 dated 7/1/2025	0	LS	\$582.40	\$582.40
				<b>TOTAL</b>	<b>\$1,556.50</b>
<b>NOTES:</b>					
1. This proposal only includes the work specifically noted herein.					
2. The above additional work did delay the project schedule critical path and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.				15%	OH&P \$25,553.48
3. We request a formal change order from the The City of Lauderhill & Saltz Michelson Architects so we can start the added work of dewatering,					
				1%	BOND \$1,959.10
				<b>TOTAL</b>	<b>\$197,869.07</b>

## John DiPompeo

---

**From:** Dameion DaCosta <ddacosta@Lauderhill-fl.gov>  
**Sent:** Thursday, July 31, 2025 4:53 PM  
**To:** John DiPompeo  
**Cc:** J. Martin Cala; Ruslet Baronvil; Jon Shambo; Elias Ramos; Brandi Greene; Scott Newton; Dennis Neftleberg; Iris Slones  
**Subject:** Maye Jenkins Park: Soil Treatment  
**Attachments:** SKM\_C361i25073116090.pdf

**Importance:** High

Hello John,

Thanks for meeting with us today to discuss the proposal for the soil treatment.

We evaluated the proposal and revise to reflect what's necessary to move the project forward (please see attachment).

Both party agreed that this could be more or less based on the work done in the field under the supervision of city personnel and Terracon.

Please make the changes to reflect these minimal values.

- Delete items 1 & 2.
  - The city does not pay for quotes (item 1)
- Revise item 3 to absolute minimum
- Include item 4 & 5 in excavation cost
- Item 6 the quantity was revised (see attachment)
- Remove item 7 & 8
- One price for dewatering combine item 9, 10 & 11.
- Quantities were changed for line item 12 – 16 (see attachment)
- Remove item 17 & 18

Regards,

**Dameion DaCosta**  
City of Lauderdale  
O: (954)730-4222  
Email: [ddacosta@lauderdale-fl.gov](mailto:ddacosta@lauderdale-fl.gov)



*\* This e-mail conforms to the City's Privacy and confidentiality policy: <http://lauderdale-fl.gov/about-lauderdale/privacy-and-confidentiality-notice>*

DCC Project #2024-02  
 Project Name: Lauderdale Police Substation  
 City Project # RFP 2023-027  
 Date: 07/28/2025

DIPOMPEO CONSTRUCTION CORP.  
 2301 NW 33rd Court Suite #102  
 Pompano Beach, FL 33069

**REQUEST FOR CHANGE ORDER (RCO) NO. 02 Breakdown Summary**

**SCOPE OF WORK:** For the following change order based upon Dig test pit and observe pursuant to Terracon report dated 5/4/20 received by DCC 12/11/2024 with DCC email to the Dameion DaCosta, City of Lauderdale and Elias Ramos, Saltz Michelson Architects dated 6/30/2025 & 07/14/2025, Dameion DaCosta Email to Jon Shambo, DCC dated 07/10/2025 & 07/17/2025, Dameion DaCosta email to John Di Pompeo dated 07/21/2025. All testing to be done by Terracon and no testing cost are included in this proposal. This proposal is to be based upon actual unit quantities to be determined in the field and the change order shall be adjusted accordingly.

This breakdown summary is being submitted in conjunction with DiPompeo's cover letter dated 07/28/2025

Remove  
Remove  
Include  
n excavate  
Not  
Noted  
One  
Price  
for  
Dewatering  
Remove  
Remove

ITEM No.	REQUEST FOR CHANGE ORDER COST BREAKDOWN	MEASURED QUANTITY	MEASURED UNITS	COST UNIT PRICE	COST EXTENDED UNIT PRICE
X	Obtain pricing & assemble RCO to City/Architect	1	LS	\$ 1,500.00	\$ 1,500.00
X	GPR ground radar to find existing pipes (4 hour min)	1	LS	\$ 1,000.00	\$ 1,000.00
3	Mobilizations of multiple equipment items	1	LS	\$ 20,000.00	\$ 20,000.00
4	Remove extg pipe buried in building pad w trackhoe	36	CY	\$ 150.00	\$ 5,400.00
5	Dispose of extg pipe (qualified as 2 dumptruck)	2	EA	\$ 1,000.00	\$ 2,000.00
6	Sheet piling (3) side bldg footprint 60 x 40 depth 25 FT	140 60	LF	\$ 825.00	\$ 115,500.00
			LS		
7	Construct/Remove sediment pond to place silt before removing from site( labor and equipment)	1		\$ 2,000.00	\$ 2,000.00
8	Add silt sock around pond	500	LF	\$ 7.00	\$ 3,500.00
9	Dewatering remove water/discharge to extg basin (City /County permit & approval not included)	30 15	days	\$ 1,500.00	\$ 45,000.00
10	Labor setup, move pump and hoses and fuel	160	Hrs	\$ 50.00	\$ 8,000.00
11	Fuel for dewatering pump system	2500	Gal	\$ 9.00	\$ 22,500.00
12	Excavate silt & place in pond (60 x 40 x 10 feet deep)	<del>888</del> 450	CY	\$ 15.00	\$ 13,320.00
13	Haul silt offsite to landfill (not a contaminated dump)	<del>888</del> 450	CY	\$ 35.00	\$ 31,080.00
14	Place 57 stone 2' thick 1' above water table (L, M & E) (40 x 60 x 2 feet thick divided by 27 x 1.3 ton conv)	<del>238</del> 130	Tons	\$ 55.00	\$ 12,650.00
15	Place and compact Struct fill to extg grade(60x40x10)	<del>888</del> 450	CY	\$ 35.00	\$ 31,080.00
16	Supervisor to oversee added work on critical path	4 2	weeks	\$ 2,000.00	\$ 8,000.00
17	Daily cleanup, sweep street	160	Hrs	\$ 50.00	\$ 8,000.00
18	Clean drain pipe system after dewatering	1	LS	\$ 1,500.00	\$ 1,500.00
				<b>TOTAL</b>	<b>\$332,030.00</b>
<b>SUBCONTRACTOR COSTS:</b>					
1	Observation of digging test pit, see Federal Engineering, Inc. Invoice #134584 dated 7/14/25	1	LS	\$974.10	\$974.10
2	Dig test pit, see Chuck's Backhoe Service, Inc. Invoice #178011 dated 7/1/2025	0	LS	\$582.40	\$582.40
				<b>TOTAL</b>	<b>\$1,556.50</b>

**NOTES:**

- This proposal only includes the work specifically noted herein.
- The above additional work did and still is delayig the project schedule and we hereby reserve our rights to request additional direct costs as well as costs denoted in our cover letter should additional time be needed.
- We request a formal change order from the The City of Lauderdale & Saltz Michelson Architects so we can start the added work of dewatering, removing silt and backfill with rock and clean fill.

	<b>SUB TOTAL</b>	<b>\$333,586.50</b>
15%	<b>OH&amp;P</b>	<b>\$50,037.98</b>
	<b>SUB TOTAL</b>	<b>\$383,624.48</b>
1%	<b>BOND</b>	<b>\$3,836.24</b>
	<b>TOTAL</b>	<b>\$387,460.72</b>

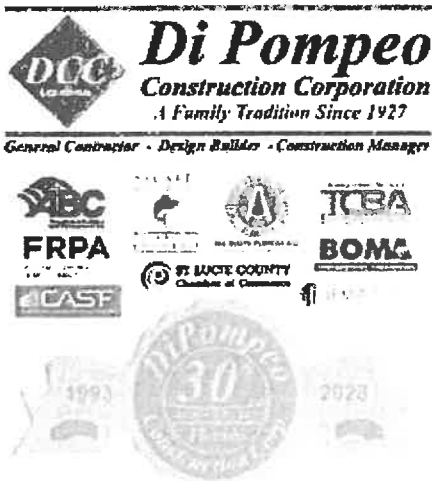
(Adjust)

**From:** John DiPompeo <jdipompeo@dipompeoconstruction.com>  
**Sent:** Tuesday, July 29, 2025 6:07 PM  
**To:** Dameion DaCosta <ddacosta@Lauderhill-fl.gov>  
**Cc:** J. Martin Cala <jmcala@laudherhill-fl.gov>; Ruslet Baronvil <rbaronvil@Lauderhill-fl.gov>; Jon Shambo <jshambo@dipompeoconstruction.com>; Elias Ramos <eramos@saltzmichelson.com>; Brandi Greene <bgreene@dipompeoconstruction.com>; Scott Newton <snewton@laudherhill-fl.gov>; Dennis Neftleberg <dennism@dipompeoconstruction.com>; Iris Slones <islones@dipompeoconstruction.com>; John DiPompeo <jdipompeo@dipompeoconstruction.com>  
**Subject:** RE: RCO No. 2 Silt Removal and Replacement\_Lauderhill Police Substation at Maye Jenkins Park

**CAUTION:** This email originated from outside of the City of Lauderdale. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Dameion,  
Wish I could give you better news but I have multiple unit prices from piling subs and dirt subs which I gathered to assemble our proposal.  
If you recall, I told you yesterday it as worst case scenario and it should be less but it is all predicated on silt volume we find.  
Were good for 11 on Thursday if you could please send zoom invite  
Look forward to it  
Thank you

**John DiPompeo, Jr.**  
President  
DiPompeo Construction Corp.  
Monroe County Office: 28560 Doubloon Road  
Little Torch Key, FL 33042  
Broward County Office: 2301 N.W. 33rd Court, Unit #102  
Pompano Beach, FL 33069  
Phone: (954) 917-5252 Ext. #304, Fax: (954) 974-4646  
St. Lucie County Office: 111 Orange Avenue, Suite #318  
Fort Pierce, FL 34950, Phone: (772) 932-4013  
Email: [jdipompeo@dipompeoconstruction.com](mailto:jdipompeo@dipompeoconstruction.com)  
Website: [www.dipompeoconstruction.com](http://www.dipompeoconstruction.com)



**From:** Dameion DaCosta <ddacosta@Lauderhill-fl.gov>  
**Sent:** Tuesday, July 29, 2025 5:58 PM  
**To:** John DiPompeo <jdipompeo@dipompeoconstruction.com>  
**Cc:** J. Martin Cala <jmcala@lauderhill-fl.gov>; Ruslet Baronvil <rbaronvil@Lauderhill-fl.gov>; Jon Shambo <jshambo@dipompeoconstruction.com>; John DiPompeo <jdipompeo@dipompeoconstruction.com>; Elias Ramos <eramos@saltzmichelson.com>; Brandi Greene <bgreene@dipompeoconstruction.com>; Scott Newton <snewton@lauderhill-fl.gov>; Dennis Neftleberg <dennism@dipompeoconstruction.com>; Iris Slones <islones@dipompeoconstruction.com>  
**Subject:** RE: RCO No. 2 Silt Removal and Replacement\_Lauderhill Police Substation at Maye Jenkins Park  
**Importance:** High

John,

The city project management team along with our Administration believe this is a ridiculously high proposal.

Is this based on worse case scenarios? We need to revisit and revise the proposal.

I've blocked out a slot from 9am to 12pm on Thursday 7/31/25 for a zoom call.

What's your availability?

Regards,

**Dameion DaCosta**  
City of Lauderdale  
O: (954)730-4222  
Email: [ddacosta@lauderhill-fl.gov](mailto:ddacosta@lauderhill-fl.gov)



*\* This e-mail conforms to the City's Privacy and confidentiality policy: <http://lauderhill-fl.gov/about-lauderhill/privacy-and-confidentiality-notice>*

**From:** Dennis Neftleberg <dennism@dipompeoconstruction.com>  
**Sent:** Monday, July 28, 2025 5:04 PM  
**To:** Iris Slones <islones@dipompeoconstruction.com>; Dameion DaCosta <ddacosta@Lauderhill-fl.gov>  
**Cc:** J. Martin Cala <jmcala@lauderhill-fl.gov>; Ruslet Baronvil <rbaronvil@Lauderhill-fl.gov>; Jon Shambo <jshambo@dipompeoconstruction.com>; John DiPompeo <jdipompeo@dipompeoconstruction.com>; Elias Ramos <eramos@saltzmichelson.com>; Brandi Greene <bgreene@dipompeoconstruction.com>  
**Subject:** RE: RCO No. 2 Silt Removal and Replacement\_Lauderhill Police Substation at Maye Jenkins Park

**CAUTION: This email originated from outside of the City of Lauderdale. Exercise caution when opening attachments or clicking links, especially from unknown senders.**

Team, Please note I did not include any seismic monitoring for the potential sheet pile vibration in this proposal. We should be far enough away from the adjacent homeowners. If needed I can get a quote. FYI

**RESOLUTION 23R-08-209**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF QUALIFIED FIRMS PURSUANT TO RFP #2023-027 TO DESIGN AND CONSTRUCT THE RECREATION BUILDING AT THE MAYE FRANCES BROOKS JENKINS PARK LOCATED AT 3800 N.W. 4<sup>TH</sup> COURT AS PART OF THE G.O. BOND PROJECT, AS RECOMMENDED BY THE EVALUATION COMMITTEE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF THE CONTRACT TO BE PAID FROM THE APPROPRIATE BUDGET CODE NUMBER(S); PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH)**

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:**

**SECTION 1. The following are ranked to be negotiated with for the Maye Jenkins Park G.O. Bond project pursuant to RFP #2023-027, as recommended by the Evaluation Committee:**

- 1. Di Pompeo**
- 2. Waypoint**
- 3. Vercitti**
- 4. Maceda**
- 5. Conengineers**
- 6. Cosugas**

**SECTION 2. The City Commission hereby authorizes the City Manager, or any designee thereof, to negotiate an agreement with the first ranked selected firm for the design and construction of the recreation building at the Maye Frances Brooks Jenkins Park located at 3800 N.W. 4<sup>th</sup> Court as part of the G.O. Bond project pursuant to RFP #2023-027. If an agreement cannot be reached with the first selected firm, then the City Manager, or her designee, shall attempt to negotiate an agreement with the next highest ranked firm, or go out to re-bid if no other firms are ranked, until all services are under contract.**

**SECTION 3. Approving payment from the appropriate Budget Code Number(s).**

**SECTION 4. This Resolution shall take effect immediately upon its passage.**

**DATED this 28 day of August, 2023.**

**PASSED AND ADOPTED on first reading this 28 day of August, 2023.**

  
\_\_\_\_\_  
**PRESIDING OFFICER**

ATTEST:



CITY CLERK

MOTION  
SECOND

L. Martin

M. Dunn

M. DUNN

Yes

D. GRANT

Yes

L. MARTIN

Yes

S. MARTIN

Yes

K. THURSTON

Absent

Approved as to Form



Angel Petti Rosenberg

City Attorney



# City of Lauderhill

City Commission  
Chambers at City Hall  
5581 W. Oakland Park  
Blvd.  
Lauderhill, FL, 33313  
www.lauderhill-fl.gov

## File Details

**File Number: 23R-5256**

<b>File ID:</b> 23R-5256	<b>Type:</b> Resolution	<b>Status:</b> Agenda Ready
<b>Version:</b> 4	<b>Reference:</b>	<b>In Control:</b> City Commission Meeting
<b>File Name:</b> Rankign - Maye Jenkins Park		<b>File Created:</b> 08/15/2023
		<b>Final Action:</b>

**Title:** RESOLUTION 23R-08-209: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF QUALIFIED FIRMS PURSUANT TO RFP #2023-027 TO DESIGN AND CONSTRUCT THE RECREATION BUILDING AT THE MAYE FRANCES BROOKS JENKINS PARK LOCATED AT 3800 N.W. 4TH COURT AS PART OF THE G.O. BOND PROJECT, AS RECOMMENDED BY THE EVALUATION COMMITTEE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF THE CONTRACT TO BE PAID FROM THE APPROPRIATE BUDGET CODE NUMBER(S); PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** RES-23R-08-209-Ranking-Maye Jenkins Park.pdf, FINAL RANKING RFP 2023-027.pdf, Di Pompeo Price Sheet.pdf

**Enactment Number:**

**Contact:**

**Hearing Date:**

\* Drafter: [snewton@laudershill-fl.gov](mailto:snewton@laudershill-fl.gov)

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File 23R-5256

**RESOLUTION 23R-08-209: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF QUALIFIED FIRMS PURSUANT TO RFP #2023-027 TO DESIGN AND CONSTRUCT THE RECREATION BUILDING AT THE MAYE FRANCES BROOKS JENKINS PARK LOCATED AT 3800 N.W. 4TH COURT AS PART OF THE G.O. BOND PROJECT, AS RECOMMENDED**

**BY THE EVALUATION COMMITTEE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS OF THE CONTRACT TO BE PAID FROM THE APPROPRIATE BUDGET CODE NUMBER(S); PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).**

**Request Action:**

State the action requested of the Commission and why the action is necessary. What is the expected outcome of the action?

**The Parks and Recreation Department requests the City Commission to approve the ranking of qualified firms for RFP 2023-027 Maye Jenkins Park G.O. Bond project as recommended by the evaluation committee and approve the top ranked firm.**

**Need:**

Why is there a need for this action?

**Action is needed to approve Di Pompeo Construction Corporation to construct the designed recreation building at Maye Frances Brooks Jenkins Park located at 3800 N.W. 4th Court, Lauderhill, FL 33311.**

**Summary Explanation/ Background:**

Provide a summary/background of this agenda request.

**The City of Lauderhill solicited proposals from interested parties for the construction of the General Obligation Bond recreation facility and Lauderhill Police substation. Six firms responded to the solicitation and the evaluation committee ranked the submittals and recommended as follows:**

- 1. Di Pompeo**
- 2. Waypoint**
- 3. Vercitti**
- 4. Maceda**
- 5. Conengineers**
- 6. Cosugas**

**In the event the top ranked firm is unable to meet the needs of the City or the City Manager is unable to negotiate a contract, staff will continue to the next firm until the ranked list has been exhausted.**

**Attachments:**

Number all attachments consecutively.

**1. Ranking/Evaluation Sheet**

**2. Di Pompeo Price Sheet**

**Cost Summary/ Fiscal Impact:**

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements

**Not to exceed \$1,177,000.00**

**Estimated Time for Presentation:**

**Master Plan:**

**Goal 1: Clean, Green Sustainable Environment**

- Increase mass transit ridership  Reduce City energy consumption
- Reduce water consumption

**Goal 2: Safe and Secure City of Lauderhill**

- Crime in lower 50% in Broward  Residents feel safe in neighborhood
- Reduce emergency fatalities

**Goal 3: Open Spaces and Active Lifestyle for all ages**

- Increase participation in youth sports  Add new park land and amenities
- Increase attendance at cultural programs and classes

**Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas**

- Increase commercial tax base  Increase employment in Lauderhill businesses
- Decrease noxious and blighted uses in commercial areas

**Goal 5: Quality Housing at all Price Ranges and Attractive Communities**

- Neighborhood signs and active HOAs  Housing & streets improved, litter reduced
- Increase proportion of single family homes and owner occupied housing

**Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity**

- Improves City efficiency  Increase use of Information Technology
- Increases residents perception of Lauderhill as an excellent place to live



## Di Pompeo Construction Corporation

00300-A1 Revised as of 6/1/2023

### BID PRICE SHEET

OWNER: CITY OF LAUDERHILL

BID #2023-027 Lauderhill Police Substation at Maya Jenkins Park

### UNIT PRICE BID SCHEDULE

All bid items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Costs for materials and equipment shall be included where applicable.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1	General Conditions	1	LS	\$27,038	\$27,038
2	Overhead and Profit	1	LS	\$72,171	\$72,171
3	Supervision	1	LS	\$156,509	\$156,509
4	Miscellaneous Labor	1	LS	\$250	\$250
5	Bond Costs	1	LS	\$10,170	\$10,170
6	Builders Risk Insurance	1	LS	\$6,408	\$6,408
7	Demolition	1	LS	Included	Included
8	Sitework	1	LS	\$220,224	\$220,224
9	Landscaping and Irrigation	1	LS	\$6,000	\$6,000
10	Concrete and Formwork	1	LS	\$135,000	\$135,000
11	Piles	0	LS	n/a	n/a
12	Masonry	1	LS	Included	Included
13	Structural Steel	0	LS	n/a	n/a
14	Miscellaneous Metals	1	LS	Included	Included
15	Rough Carpentry	1	LS	Included	Included
16	Finish Carpentry	1	LS	Included	Included
17	Cabinetry	1	LS	\$6,000	\$6,000
18	Demolition of Existing Roofing System	0	LS	n/a	n/a
19	New Roofing System	1	LS	\$28,000	\$28,000
20	Thermal & Moisture Protection	1	LS	\$4,010	\$4,010
21	Sprayed on Fireproofing	1	LS	\$3,422	\$3,422
22	Caulking	1	LS	\$1,136	\$1,136
23	Doors & Frames	1	LS	\$24,432	\$24,432
24	Finish Hardware	1	LS	Included	Included
25	Glass & Glazing	1	LS	\$19,277	\$19,277
26	Stucco & Patching	1	LS	\$26,807	\$26,807
27	Framing & Drywall	1	LS	\$53,346	\$53,346
28	Acoustical Ceiling & Tile	1	LS	\$5,656	\$5,656
29	Flooring	1	LS	\$32,370	\$32,370
30	Painting	1	LS	\$10,825	\$10,825
31	Other Finishes	1	LS	Included	Included
32	Toilet and Bath Accessories	1	LS	\$10,638	\$10,638
33	Window Treatments	0	LS	n/a	n/a
34	Signage Allowance	1	LS	\$20,000	\$20,000
35	Specialties	1	LS	Included	Included
36	Louvers	1	LS	Included	Included
37	Fire Extinguishers	1	LS	\$2,110	\$2,110
38	Fire Sprinklers	1	LS	\$35,000	\$35,000
39	HVAC	1	LS	\$82,150	\$82,150
40	Plumbing	1	LS	\$34,664	\$34,664
41	Electrical	1	LS	\$75,667	\$75,667
42	Fire Alarm	1	LS	Included	Included
43	Testing	1	LS	\$4,975	\$4,975
44	Interim Life Safety Measure	1	LS	Included	Included
45	Clean-Up	1	LS	\$1,637	\$1,637
46	GL/WC Insurance	1	LS	\$10,170	\$10,170
	<b>SUBTOTAL</b>	1	LS	<b>\$1,126,758</b>	<b>\$1,126,758</b>
	<b>LUMP SUM FIXED PRICE ITEMS</b>				
	5% Permitting	1		\$50,850	\$50,850
	<b>GRAND TOTAL</b>			<b>\$ 1,177,608</b>	<b>\$ 1,177,608</b>

ONE MILLION ONE HUNDRED SEVENTY SEVEN THOUSAND DOLLARS NO CENTS

## CONTRACT

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is hereby entered into between the CITY OF LAUDERHILL, a Florida Municipal Corporation ("CITY"), having an address at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 and DI POMPEO CONSTRUCTION CORPORATION., a Florida for profit Corporation ("CONTRACTOR") having a principal address at 2301 N.W. 33<sup>rd</sup> Court, Unit 102, Pompano Beach, FL 33069.

WHEREAS, the City of Lauderhill issued a Request for Proposal (RFP 2023-027), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto, for the construction of a recreation center and police substation building at Maye Frances Brooks Jenkins Park, and established an Evaluation Committee for the purpose of recommending to the City Commission to rank the proposers to perform the Services; and

WHEREAS, the CONTRACTOR submitted a response to RFP 2023-027 and the CONTRACTOR's proposal is attached hereto as Exhibit "B" and incorporated herein by reference thereto; and

WHEREAS, on August 28, 2023, the City Commission adopted Resolution No. 23R-08-209, a copy of which is attached hereto as Exhibit "C" and incorporated by reference thereto, which ratified the rankings of the Evaluation Committee and authorized the City officials to enter into negotiations for an agreement with the proposers in the order ranked; and

WHEREAS, so long as the CITY is not utilizing Community Development Block Grant (CDBG) funds to fund the project, the corresponding Davis Bacon Wage Rates will not apply; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

NOW, for valuable consideration, the parties hereby agree as follows:

1. **SCOPE OF WORK:** The scope of work shall be for the construction of a recreation center and police substation building at Maye Frances Brooks Jenkins Park to be executed in accordance with Document 00030 "Scope of Work" of RFP 2023-027. CONTRACTOR shall construct a sprinklered 1,570 S.F., 1-story building at Maye Jenkins Park, including a walking path that connects the new building to the existing parking lot and recreational outdoor area.

2. **WORK SITE:** Maye Frances Brooks Jenkins Park, 3800 N.W. 4<sup>th</sup> Court, Lauderhill, FL 33311.

3. **TERM:** The CONTRACTOR shall commence the Work proposed under this Agreement on a date to be specified in a written Notice to Proceed by the CITY and shall fully complete all work within the time stipulated in the Proposal/Bid. CONTRACTOR shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

4. LIQUIDATED DAMAGES: CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the deliveries are not completed within the times specified in this agreement. The CITY and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring such proof,

CITY and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay Five Hundred Dollars (\$500.00) for each day that expires after the delivery date as established between the City and Contractor.

5. INSURANCE: CONTRACTOR shall maintain general liability, and workers compensation, insurance and all other forms of insurance and/or bonds as specifically required in RFP #2023-027, with the exception of professional liability insurance which is not required. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the CITY shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the CITY.

6. CHANGES TO SCOPE OF WORK: The CITY is not required to accept CONTRACTOR initiated change orders.

7. CONTRACT PRICE: CITY agrees to pay CONTRACTOR ONE MILLION ONE HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS [\$1,129,800.00] for performing the services as set forth in the Bid Price Sheet Document 0300-A1 of CONTRACTOR'S proposal.

8. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

9. TERMINATION FOR CAUSE

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the work in accordance with the contract documents;
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;



3. CONTRACTOR's violation in any substantial way of any provisions of the contract documents.
- B. If one or more of the events identified in paragraph 9 occur, CITY may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages sustained by CITY arising out of or relating to completing the work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by the Projects Manager or designee as to their reasonableness and, when so approved by the Projects Manager or designee, incorporated in a Change Order. When exercising any rights or remedies under this paragraph CITY shall not be required to obtain the lowest price for the work performed.
  - C. Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

#### 10. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy of CITY, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):
  1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
  2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. for all claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
  4. for reasonable expenses directly attributable to termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.



## 11. INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

## 13. RECORDS AND AUDIT

### A. Access to Public Records

(1) If, under this Contract, the CONTRACTOR is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

### B. Protection of Trade Secrets or Other Confidential Information

(1) If the CONTRACTOR considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the CONTRACTOR

must clearly designate that portion of the materials as "confidential" when submitted to the CITY.

(2) If the CITY receives a public records request for contract-related materials designated by the CONTRACTOR as "confidential," the CITY will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the CITY will notify the CONTRACTOR. The CONTRACTOR will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the CITY is served with a request for discovery of contract-related materials designated "confidential," the CITY will promptly notify the CONTRACTOR about the request. The CONTRACTOR will be responsible for filing the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated "confidential" only if the CONTRACTOR fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The CONTRACTOR shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

#### C. Retention of Records

CONTRACTOR shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

**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 954-730-3011, [clerk@laudherhill-fl.gov](mailto:clerk@laudherhill-fl.gov), 5581 W. OAKLAND PARK BLVD. LAUDERHILL, FL 33313.**

#### 14. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, save and hold harmless the CITY and the CITY'S elected officials, and public employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work including the work of anyone directly or indirectly employed by the CONTRACTOR, agent, consultant or independent CONTRACTOR, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent or intentional act or omission of the CONTRACTOR anyone directly or indirectly employed by the CONTRACTOR. The CONTRACTOR shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the City of Lauderhill shall have the right, at its option, to participate in the defense of any such action without relieving the CONTRACTOR of any obligation hereunder.

14.1 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation not specified by design professionals.

14.2 Nothing contained herein is intended nor shall it be construed to waive CITY'S rights, immunities, and limitations of liability under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or be construed to waive CITY'S rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this paragraph and its subparts.

#### 15. LIMITATION OF LIABILITY

For all claims against the CONTRACTOR under this Agreement or any purchase orders related to this Agreement, and regardless of the basis on which the claim is made, CONTRACTOR'S liability for direct damages shall be limited to the lesser of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by CONTRACTOR under a purchase order. The limitation of liability contemplated herein does not apply to any claim arising under an indemnity section of the agreement, unless otherwise agreed to by the parties to the contract. Unless otherwise specifically enumerated in the contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings except as otherwise stated herein. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The CITY may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the CITY. Notwithstanding the foregoing, no monies shall be withheld from Contractor based upon Notices of Non-payment received by the City as those will be covered by CONTRACTOR'S bond.

#### 16. JURISDICTION AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth

Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

## 17. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified or via electronic mail to the e-mail addresses established during the course of construction or listed below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

### CITY:

Desorae Giles-Smith, City Manager  
Lauderhill City Hall  
5581 W. Oakland Park Blvd  
Lauderhill, Florida 33313

With a copy to:

Scott Newton, Parks and Recreation Director  
Lauderhill Golf Course  
4141 N.W. 16<sup>th</sup> Street  
Lauderhill, FL 33313  
Snewton@lauderdale-fl.gov

Angel Rosenberg  
City Attorney  
8850 W. Oakland Park Blvd, Suite 101  
Sunrise, FL 33351

### CONTRACTOR:

John Di Pompeo Jr., President  
Di Pompeo Construction Corp.  
2301 NW 33<sup>rd</sup> Court, Unit 102  
Pompano Beach, FL 33069  
[Jdipompeo@dipompeoconstruction.com](mailto:Jdipompeo@dipompeoconstruction.com)

18. NO PARTNERSHIP: Nothing contained herein shall create or be construed as creating a

partnership between the City and CONTRACTOR or to constitute the CONTRACTOR an agent of the City.

19. **CONFLICT 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 the performance of the services required in this Agreement.

20. **PROHIBITION OF GIFTS:** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any city employee, as set forth in Chapter 112, Part III, Florida Statutes.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Lauderhill agrees that the CONTRACTOR can extend pricing, terms and conditions of the solicitation and this Agreement to other governmental entities.

22. **ASSIGNMENT:** CONTRACTOR shall not assign this Agreement or any part thereof, without the prior written consent of the City. Any attempt to assign or otherwise transfer this Agreement, or any part thereof, without the City's written consent, shall be void.

#### 23. PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, City shall have the right to immediately terminate this Agreement.

#### 24. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement as CITY has no control over CONTRACTOR. In providing services under this Agreement, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of City. CONTRACTOR shall not have the right to bind CITY to any obligation not expressly undertaken by CITY under this Agreement.

#### 25. THIRD PARTY BENEFICIARIES

Neither CITY nor CONTRACTOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 26. MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 27. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 28. SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

#### 29. JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

#### 30. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in Articles 1 through 44 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

#### 31. AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf. The City Manager shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities.

#### 32. INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "C" are incorporated into and made a part of this Agreement.

### 33. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall be amended to make such insertion.

### 34. SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

### 35. FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

### 36. TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

### 37. SPECIFIC PERFORMANCE

In addition to all other remedies, CONTRACTOR's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

### 38. FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice

to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

39. REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

40. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

This Agreement is in compliance with Florida Statute 287.05701(2). The City shall not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The City shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

41. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

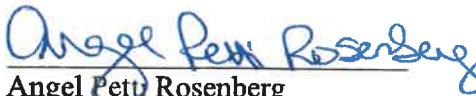
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

CITY OF LAUDERHILL, a municipal corporation

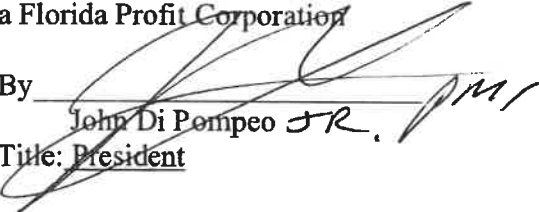
By   
Desorae Giles-Smith, City Manager

3 day of October 2024

Approved as to form by:

  
Angel Petri Rosenberg  
City Attorney, City of Lauderhill

Di Pompeo Construction Corporation  
a Florida Profit Corporation

By   
John Di Pompeo JR.  
Title: President





25 day of SEPTEMBER 2024

