CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: June 17, 2025

Presenter's Name and Title: Jinsheng (Jin) Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

Temp. Reso. Number: 8420

Item Description: Temp. Reso. #R8420, APPROVING THE AWARD OF INVITATION FOR BIDS # 25-025, ENTITLED "ANNUAL FABRICATION AND REPAIR SERVICES," ON AN AS-NEEDED BASIS, TO TANG HOW BROTHERS, INC., IN AN ANNUAL AMOUNT NOT TO EXCEED \$300,000 FOR AN INITIAL TERM OF THREE YEARS WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS. (Assistant Director of Utilities Jinsheng (Jin) Huo and Procurement Director Alicia Ayum)

Instructions for the Office of the City Clerk: N/A

 Public Notice – As required by the Sec. _____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ______ in a ______ ad in the ______; by the posting the property on ______; by the posting the property on _______; fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a ______ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ⊠ No □

REMARKS: Funding in the total amount of \$300,000 will be available in FY26 pending on the Commission's approval in the Utilities Department Account No. 410-55-554-533-130-603400 entitled "Contractual Services -Other" (\$50,000), Account No. 410-55-554-533-140-603400 entitled "Contractual Services - Other" (\$50,000), Account No. 410-55-555-535-000-603400 entitled "Contractual Services - Other" (\$100,000), and Account No. 410-55-556-536-000-603400 entitled "Contractual Services - Other" (\$100,000), and Account No. 410-55-556-536-000-603400 entitled "Contractual Services - Other" (\$100,000), and Account No. 410-55-556-536-000-603400 entitled "Contractual Services - Other" (\$100,000), and Account No. 410-55-556-536-000-603400 entitled "Contractual Services - Other" (\$100,000), and Account No. 410-55-556-536-000-603400 entitled "Contractual Services - Other" (\$100,000), and Account No. 410-55-556-536-000-603400 entitled "Contractual Services - Other" (\$100,000).

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8420
 - Exhibit A: Tang How Brothers, Inc. Agreement
- Attachment(s)
 - Attachment 1: IFB No. 25-025 Tabulation Sheet



CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Francois Domond, P.E., Director of Utilities

DATE: June 11, 2025

RE: Temp. Reso. No. 8420, Annual Fabrication and Repair Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8420, approving the award of Invitation for Bids No. 25-025, entitled "Annual Fabrication and Repair Services" ("the IFB") to Tang How Brothers, Inc., in an annual amount not-to-exceed \$300,000, for an initial term of three years with two optional one-year renewal periods.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City of Miramar Utilities owns and operates water production facilities, water distribution pump stations, storage facilities, production wells, deep injection wells, multiple monitoring wells, a wastewater treatment facility, and lift stations. The City periodically requires contracted fabrication services for the repair, modification and maintenance of these facilities.

DISCUSSION: Some of these utility system repairs are all encompassing and would include, but not limited to, the following classes of equipment; gates and valves, mechanical screens, sweeps, mixers, drive, and control panel supports; wet well covers, submersible pump guide rails, concrete work, process and storage tanks/vessels; stairways, walkway gratings, handrails, and other equipment that supports the treatment of water and wastewater.

Understanding that the required agreement would support scheduled and unscheduled work, the actual scope of services for the bid was developed with a general approach with basic tasks. Working with Procurement, Utilities provided a bid tabulation for basic tasks,

which would consider the proposed vendors' labor/technician hourly charges that would be utilized to establish the basis of award.

On May 5, 2025, the City of Miramar Procurement Department advertised Invitation for Bids No. 25-025 entitled "Annual Fabrication and Repair Services", on an as-needed basis, on Demandstar, in a newspaper of general circulation and on social media. On May 29, 2025, the closing due date, one bid was received and reviewed by the Procurement Department. Tang How Brothers, Inc. was the lowest responsive and responsible bidder. Therefore, the City would like to enter into an agreement with Tang How Brothers, Inc. for an annual purchase of \$300,000 for three years with two optional one-year renewal periods. Tang How Brothers, Inc, is one of the firms that the City has contracted with in the past and has performed satisfactorily.

<u>ANALYSIS</u>: The City requires these services as needed as it allows flexibility for both scheduled and unscheduled work (i.e., emergency).

CITY OF MIRAMAR MIRAMAR, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS # 25-025, ENTITLED "ANNUAL FABRICATION AND REPAIR SERVICES," ON AN AS-NEEDED BASIS, TO TANG HOW BROTHERS, INC., IN AN ANNUAL AMOUNT NOT TO EXCEED \$300,000 FOR AN INITIAL TERM OF THREE YEARS WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities owns and operates water production

facilities, water distribution pump stations, storage facilities, production wells, deep

injection wells, multiple monitoring wells, a wastewater treatment facility, and lift stations;

and

WHEREAS, the City periodically requires contracted fabrication services for the

repair, modification and maintenance of these facilities; and

WHEREAS, on May 5, 2025, the City of Miramar issued Invitation for Bids (IFB)

No. 25-025 for Annual Fabrication and Repair Services, on an as-needed basis; and

WHEREAS, on May 29, 2025, the closing due date, one bid was received and reviewed by the Procurement Department. Tang How Brothers, Inc. was the lowest responsive and responsible bidder; and

Reso. No. _____

WHEREAS, the City would like to enter into an agreement with Tang How Brothers, Inc. for an annual purchase of \$300,000 for three years with two optional oneyear renewal periods; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approve the final ranking and award of the IFB to Tang How Brothers, Inc. in an annual amount not-to-exceed \$300,000 for three years with two optional one-year renewal periods; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the final ranking and award of the IFB to Tang How Brothers, Inc. in an annual amount not-to-exceed \$300,000 for three years with two optional one-year renewal periods; and to authorize the City Manager to execute appropriate agreements in substantial conformity with Exhibits "A," attached hereto; and NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the final ranking and award of the IFB to Tang How Brothers, Inc. in an annual amount not-to-exceed \$300,000 for three years with two optional one-year renewal periods.

2

Section 3: That the City Manager is authorized to execute appropriate agreements in substantial conformity with Exhibits "A," attached hereto.

<u>Section 4:</u> That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, ____,

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

City Attorney Austin Pamies Norris Weeks Powell, PLLC

Reso. No. _____

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)



AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND TANG HOW BROTHERS, INC. FOR

ANNUAL FABRICATION AND REPAIR SERVICES IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is entered into and dated ______, 2025, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and TANG HOW BROTHERS, INC. (the "Contractor"), a Florida corporation whose address is 300 SW 70th Avenue, Pembroke Pines, Florida 33023.

WITNESSETH:

WHEREAS, the City issued Invitation for Bid ("IFB") No. 25-025 for ANNUAL FABRICATION AND REPAIR SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder whose Bid was in the best interest of the City; and

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 25-025 (the "IFB"), entitled "ANNUAL

FABRICATION AND REPAIR SERVICES" (the "Work" or "Services"), to Contractor on asneeded basis; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1 RECITALS DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2 WORK

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid (IFB) No. 25-025, the Contractor's Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in **Attachment** "**A**".

Estimates/Quotations:

1. All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the Utilities Department, as well as an approved Purchase Order authorizing Services.

2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City of Miramar Purchase Order for the Work, shall constitute a default, and authorization for payment shall be denied.

Any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Attachment "A".**

ARTICLE 3 CONTRACTOR AND CITY'S RELATIONSHIP

3.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Services, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4 <u>TERM</u>

The term of this Agreement shall commence upon the date this Contract is executed by both parties for an initial term of three (3) years, with the City having the option to renew the

Agreement, on an annual basis, for up to two (2) additional one-year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions; and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5 INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 6 PAYMENT PROCEDURES

The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 7 INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily

injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination, and any such accrued liability shall survive the termination of this Agreement

ARTICLE 9 CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

9.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 10 ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 11 APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 12 AUDIT AND INSPECTION RIGHTS

12.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

12.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

12.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 13 NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14 PUBLIC RECORDS

14.1 The Contractor shall comply with The Florida Public Records Act as follows:

- **14.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- **14.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- **14.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 14.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- **14.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 14.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, <u>dagibbs@miramarfl.gov</u> OR BY MAIL: City Of

Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

14.1.7 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 15 INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

ARTICLE 16 CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 17 INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<u>General Liability</u> Professional Liability <u>Workers' Compensation</u> Statutory Amount Per Occurrence \$ 500.000

<u>Aggregate</u> \$1,000,000 This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate(s) of Insurance and endorsement(s). The City of Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

ARTICLE 18 REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 19 NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 20 COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 21 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 22 WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 23 BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 24 NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Wendell Tang How Tang How Brothers, Inc. 300 SW 70th Avenue Pembroke Pines, Florida 33023 Telephone: 954-579-4131 Fax: 954-965-9923 Email: tanghowbrothers@gmail.com

TO CITY OF MIRAMAR:

ATTN: Roy L Virgin, City Manager CITY OF MIRAMAR 2300 Civic Center Place Miramar, Florida 33025 Telephone: (954) 602-3115 Fax: (954) 602-3672 Email: rlvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney Austin Pamies Norris Weeks Powell, PLLC 401 NW 7th Avenue Ft. Lauderdale, FL 33311 Tel: 954-768-9770 Fax: 954-768-9790 Email: <u>miramarcityattorney@apnwplaw.com</u>

ARTICLE 25 THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 26 HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 27 SEVERABILITY

- **27.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.
- **27.2** City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 28 SCRUTINIZED COMPANIES

- **28.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- **28.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- **27.5** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

27.6 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

27.7 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

27.8 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 29 VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 30 SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 31 GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 32 ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

CONTRACTOR:

By: _____ City Manager Roy L Virgin

Print: _____

By: _____

This ______day of ______, 2025

Date:_____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

City Attorney Austin Pamies Norris Weeks Powell, PLLC.

Attachment "A"

BID COVER SHEET – IFB No. 25-025

BIDDER'S NAME (Name of Firm, Entity or Organization): TANGHOW BROTHERS , INC.	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 65-1135750	
NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:	
Name: WENDELL TANGHOW	esident
EMAIL ADDRESS: Tanghowbrothers@gmail.com	
MAILING ADDRESS:	
Street Address: <u>300 SW 70th Avenue</u>	
City, State, Zip: <u>Pembroke Pines, Florida 33023</u>	
TELEPHONE:	
<u>(954 579-4131</u>	
BIDDER'S ORGANIZATION STRUCTURE:	
XCorporationPartnershipJo	int VentureOther (Explain):
IF CORPORATION:	
Date Incorporated/Organized:07/28/2001	
State of Incorporation/Organization: Florida	
States registered in as foreign Corporation: <u>N/A</u>	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQ	UESTS:
Nelding /Structural Steel Engineer /Concrete work/Fencing /	Railing / Painting/ Millright
LIST NAMES OFBIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJ	iect: N/A
BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is subr	nitted in response to the Solicitation)
Signed by: Menobly leave here Date: Date:	28/2025
Print name:Wendell TangHow Title: Pres	ident

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID "NON-RESPONSIVE"

IFB 25-025 Annual Fabrication and Repair Services Form 300-26 BID TO: The City of Miramar 2300 Civic Center Place Miramar, Florida 33025 City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. IFB-No. 25-025 to perform the Work as specified or indicated in the Solicitation entitled: "CITY OF MIRAMAR – ANNUAL FABRICATION AND REPAIR SERVICES."

2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidder(s) dealing with the disposition of the Bid Security. The contact person for this Bid is Sally Phanor, who can be reached at: sphanor@miramarfl.gov

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder(s) will enter into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

Number	25-025	Date	05/28/2025
			3

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
<u>N/A</u>	
BIDDER: Wendell TangHow	
(Company Name) TANGHOW BROT INC.	HERS,
(Signature)	2
(Printed Name and Title)	
Wendell TangHow, President	END OF DOCUMENT
FAILURE TO CON	IPLETE, SIGN AND RETURN THIS FORM

IFB 25-025 Annual Fabrication and Repair Services Form 300-5 To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: <u>05/28/2025</u>	BIDDER: Wendell TangHow
	BY: <u>Ubustell Touflbr</u> .
Junumer Contraction	TITLE: President
STATE OF FLORIDA	
COUNTY OF BROWARD)	COMMISSION PIRES 4-27-2029
SWORN TO AND SUBSCRIBE	WMMBER THOMAN WALLANG THE this <u>28</u> day of <u>May</u> , 2025, by
Wendell TangHow , who	is personally known to me X or has produced
FI DL on file	as identification.
Notary Public	

State of Florida at Large

My commission expires: 04/27/2029

BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) cost or pricing data of sufficient detail to allow the evaluators to determine the reasonableness of the price Bid, reflecting cost realism, including all Information other than cost and pricing data, and explaining how the lump sum figure was derived.

a) Cost or pricing data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost realism shall mean that the costs in a Bid are realistic for the Work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the Bidder's Technical Bid.

c) Information other than cost and pricing data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or cost realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

BID PRICE SHEET (CONT.)

	Fee Schedule				
IT E	DECODIDEION	EST	UNIT OF	UNIT	BID PRICE
	DESCRIPTION	REQUIRED HRS.	MEASURE	STRAIGHT	OVERTIME
1	Crane truck and operator	100	Hr.	\$ 200.00	\$ N/A
2	Onsite fabrication technician	1,664	Hr.	\$ 60.00	\$ 90.00
3	Onsite welding technician	1,664	Hr.	\$ 60.00	\$ 90.00
4	Onsite mechanic/technician including truck charge	1,664	Hr.	\$ 75.00	\$ 90.00
5	Shop service for fabrication	1,664	Hr.	\$ 55.00	\$ 75.00
6	Shop service for welding	1,664	Hr.	\$ 55.00	\$ 75.00
7	Laborer	1,664	Hr.	\$ 40.00	\$ 55.00
8	Carpenter	620	Hr.	\$ 60.00	\$ 90.00
9	Pipefitter	1,664	Hr.	\$ 60.00	\$ 90.00
10	Plumber	620	Hr.	\$ 60.00	\$ 90.00
11	Sheet Metal Worker	1,664	Hr.	\$ 60.00	\$ 90.00
12	After hours welding	200	Hr.	\$ 90.00	\$ 90.00
	TOTAL BASE BID - ITEMS 1-12			\$ 875.00	
	Additional Equipment Pricing As NEEDED				
13	Backhoe and operator, Full Size			\$ 60.00	\$ N/A
14	Small Loader (Bobcat type) and operator			\$ 60.00	\$ N/A
15	Boom Truck 5 to 10 ton and operator			\$ 65.00	\$ N/A
16	Pick-up Truck, 1/2 ton thru 1 ton and operator			\$ 50.00	\$ N/A

17	Utility Service Truck 1 to 3 tons and operator			\$ 50.00	\$ N/A
18	Dump Truck, 10 CY and operator			\$ N/A	\$ N/A
19	Confined Space Equipment			\$ N/A	N/A
20	Excavation Shoring Equipment			\$ N/A	N/A
21	Portable Pump, 2" Suction and Discharge Piping			\$ 15.00	N/A
22	Portable Pump, 4" Suction and Discharge Piping			\$ 18.00	N/A
23	Welding Machine with torch assembly			\$ 68.00	N/A
24	Air Compressor			\$ 80.00	N/A
25	Pneumatic tool - Jack hammer, nail gun, sand blaster			\$ 68.00	N/A
26	Pneumatic tool – Impact wrench, ratchet, drill, saw			\$ 55.00	N/A
27	Pneumatic tool – Airbrush, paint sprayer			\$ 55.00	N/A
28	Work Site Storm Water Protection for 100 ft. sq. site		8-Hr. day	\$ 120.00	N/A
29	Disposal fee 10 yards, concrete, metal, building materials		8-Hr. day	\$ 210.00	N/A
30	Two 4' X 8' Trench plates covering 12 ft. long trench for driver safety		8-Hr. day	\$ 120.00	N/A
31	Scaffolding 10 ft. tall, 20 ft. long with fall protection, high angle work		8-Hr. day	\$ 70.00	N/A
32	100 ft. sq. Work Site Safety Barriers, cone barricade, caution tape		8-Hr. day	\$ 110.00	N/A
33	Sand blasting, containment and recovery system, 100 ft. sq.		8-Hr. day	\$ 350.00	N/A
34	Material Markup	18%	Per Item	\$ 	N/A

TOTAL BASE BID ITEMS 1-12 AMOUNT:

\$ 875.00

(Write Figures)

TOTAL BASE BID ITEMS 1-12 AMOUNT:

EIGHT HUNDRED SEVENTY FIVE

(Write Amount in Words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract. Project/Development Name:

City of Miramar- Annual Fabrication and Repair Services, IFB No. 25-025

 Contractor Company Name:
 TANGHOW BROTHERS, INC.

 Contractor Acknowledgement
 Wendell TangHow / President

 Print Name/Title
 Print Name/Title

 Wendell Caryllow
 Signature

TAXPAYER IDENTIFICATION NUMBER (TIN): 65-1135750

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

Work to be Performed	Subcontract or License <u>Number</u>	Percent of Total Contract	Subcontractor's Name <u>and Address</u>
^{1.} N/A	<u></u>		
		<u> </u>	
2.			
3.			· · · · · · · · · · · · · · · · · · ·
	·		
4.			
5.		······	
6			

Note: Attach additional sheets if required.

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of Equipment/Material listed on this form by circling one of the listed Suppliers below for each type of Equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter "A"). Should a Bidder circle more than one named item in any category, it agrees to furnish the first Supplier listed Supplier.

In addition, where noted on the list, the Bidder must provide a price for the Equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in this Solicitation, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item	Supplier
Steel (assortment)	AMcKenzie Steel
Steel and aluminum	B <u>Artistic Ornamental</u>
Valves Fittings	ASimmons Stainless Steel
	BAluminum Distributors
Assortment of items	AGrainger Supplies
	BHome Depot

"OR EQUAL"SUPPLIER / MATERIAL SUPPLIER LIST:

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
tSteel pipes	OR EQUAL	Artistic Ornamental
2 <u>Aluminum</u>	OR EQUAL	Aluminum Distributors
3Valves Fittings	OR EQUAL	Grainger
4Assort. Of items	OR EQUAL	Home Depot
5		

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only <u>one</u> "or equal" Supplier may be proposed per equipment or Material Item. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.





Notification and Acknowledgement of Waste Management Service

The Contractor is hereby notified that Waste Pro is the City's official waste management provider and must be used for all waste disposal activities related to this Project, (if applicable). For assistance, call (954) 967-4200.

Project/Development Name:

CITY OF MIRAMAR- ANNUAL FABRICATION AND REPAIR SERVICES IFB No. 25-025

Contractor Company Name:

TANGHOW BROTHERS, INC.

Contractor Acknowledgement _____Wendell TangHow / President

Print Name/Title Signature

Date05/28/2025

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all of the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address: <u>Wendell TangHow</u>

300 SW 70th Ave. Pembroke Pines Fl. 33023

- (2) CONTRACTOR'S telephone number: 954-579-4131
- (3) CONTRACTOR'S license: Primary classification. Welder / Fabicator /On-Site Contractor

State License No. and Expiration Date AWS 19560427045

Supplemental classification held, if any:<u>NESC ADV. S/S 6G Welder</u>

Name of Licensee, if different from (1) above: N/A

(4) Name of person who inspected site of proposed Work for your firm:

NameWendell TangHow _____ Date of Inspection05/05/2025

- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: N/A
- (6) **<u>ATTACH TO THIS BID</u>** the resume of the person who will be designated chief construction superintendent or on-site construction manager.
- (7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
- (8) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

Project Name	Contract <u>Price and End Date</u>	Name, address, email and
1Betty Booth Park	\$20,000 09/27/2024	<u>phone number of Contact</u> Kevin Montaldi Town of Davie 954760 <u>1923 kevin_montaldi@davie-fl.gov</u>
<u> Repair grabtruck tray</u>	\$19,975.00 10/18/24	B Tetteh7276572804City of Miami Gardens bbuxton-tetteh@miamigardens- fl.gov
Sand filter airlift	\$38,690.00 02/11/25 END OF DOCUMEN	BRoss City of Miramar 9549809710

ANTI-KICKBACK AFFIDAVIT

) ss:

STATE OF _Florida

COUNTY OFBroward

I, the undersigned, hereby duly sworr is pose and say that no portion of the Bid amount herein will be paid to any employees of the City of the Bid amount kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

DATED: 05/28/2025

BY:

NAME: <u>Wendell TangHow</u> (Print)

ANA GUERRA

MY COMMISSION

EXPIRES 4-27-2029

TITLE: ____ President

STATE OF FLORIDA)) ss: COUNTY OF BROWARD)

 SWORN TO AND SUBSCRIBED before me this _28_ day of ______, 2025, by

 Wendell TangHow ______, who is personally known to me X_____ or has produced

 FI DL on file _______ as identification.

Notary Public State of Florida at Large

My commission expires: 04/27/2029

END OF DOCUMENT

IFB 25-025 Annual Fabrication and Repair Services Form 300-16

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to <u>Notary Public</u>

by Wendell TangHow

for <u>IFB 25-025 Annual Fabrication and Repair Services</u>

whose business address is 300 SW 70th Avenue

Pembroke Pines, Florida 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is65-1135750

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Section 283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

<u>X</u> Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED:0 <u>5/28/2025</u>	BY: Wandell Tacylor (Signature)
	NAME: <u>Wendell TangHow</u> (Print)
	TITLE: President
STATE OF FLORIDA)) ss: COUNTY OF BROWARD)	MY COMMISSION EXPIRES 4-27-2029
	N NUMBER HUMAN
SWORN TO AND SUBSC	CRIBED before me this <u>28</u> day of <u>May</u> , 20 <u>25</u> , by
Wendell TangHow	, who is personally known to me X or has produced
FI DL on File	as identification.

hpna Coura

Notary Public State of Florida at Large

My commission expires: 04/27/2029

END OF DOCUMENT

IFB 25-025 Annual Fabrication and Repair Services Form 300-19

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "ANNUAL FABRICATION AND REPAIR SERVICES

Project Number: IFB No. 25-025

Project Location: The Project is located at Various locations within the City Miramar, Florida,

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

- 1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations in excess of five feet in depth for this Project.
- 2. The estimated cost imposed by compliance with the Trench Safety Act will be:

One hundred twenty dollars per foot	Dollars \$ <u>120.00 per foot</u>
(Written)	(Figures)

3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

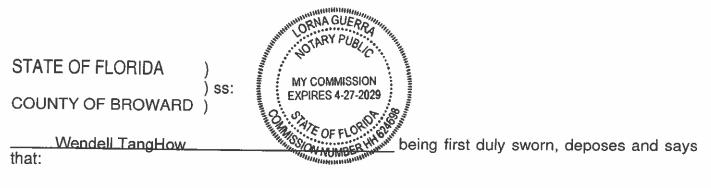
Certified:	TANGHOW BROTHERS, INC.
Ву:	(President/ Principal's Signature)
	President/ Wendell TangHow (President/ Principal's Type or Print Name)
STATE OF FLORIDA) MY COMMISSION EXPIRES 4-27-2029
COUNTY OF BROWARD) B. O. LOR OF ELOR OF BUILD
SWORN TO AND	SUBSCRIBED Detokernie this 28 day of May , 2025, by
Wendell TangHow	, who is personally known to me X or has produced
FI DL on file	as identification.
home Gaena	

Notary Public State of Florida at Large

My commission expires: 04/27/2029

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT



- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of <u>TANGHOW BROTHERS, INC.</u>, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed, sealed and deliv In the presence of:	ered	
Witness	By: Wendell Trong box	
Witness	Wendell TangHow (Print Name)	
	President (Title)	
	NOTARY PUOLO	
STATE OF FLORIDA) MY COMMISSION	
COUNTY OF BROWARD))))))))))))))	
SWORN TO AND	SUBSCRIBED before me this 28 day of May , 202	5_, by
Wendell TangHow	, who is personally known to me <u>X</u> or has prov	duced
FIDL on file	as identification.	

Lona linena

Notary Public State of Florida at Large

My commission expires: 04/27/2029

END OF DOCUMENT

DRUG FREE WORKPLACE (Tie Bid Form) FLORIDA STATE STATUTE SECTION 287.087

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature	loa	<u>05/28/2025</u> Date
STATE OF FLORIDA COUNTY OF BROWARD)) ss:)	MY COMMISSION EXPIRES 4-27-2029

 SWORN TO AND SUBSCRIBED before me this <u>28</u> day of <u>May</u>, 2025, by

 Wendell TangHow
 , who is personally known to me X
 or has produced

 FL DL on file
 as identification.

homa linena

Notary Public State of Florida at Large

My commission expires: 04/27/2029

END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of Services under any agreement it enters with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED:05/28/2025	BY: Wendill complexity	
	NAME: <u>Wendell TangHow</u> (Print)	
	TITLE:	
	WWWWORK OUCO	
STATE OF FLORIDA)	MY COMMISSION	
) ss: COUNTY OF BROWARD)	EXPIRES 4-27-2029	
	OF FLORIDA	
SWORN TO AND SUBSC	RIBED before me this <u>28</u> day of <u>May</u> , 2025, b	bv
	who is personally known to me X or has produce	-
FI DL on file	as identification.	

Lorna Guerra

Notary Public State of Florida at Large

My commission expires04/27/2029

END OF DOCUMENT

IFB 25-025 Annual Fabrication and Repair Services Form 300-26

BUSINESS/VENDOR PROFILE SURVEY

Address: 300 SW 70th Ave Pembroke Pines FI. 33023
Phone No.:954-579-4131
Email Address: Tanghowbrothers@gmail.com
Contact Person (Regarding This Form):Wendell TangHow
Type of Business (check the appropriate type):

TANGHOW BROTHERS INC.

- CONSTRUCTION SERVICES Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- D BUSINESS SERVICES Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- Business is claiming the CBE/SBE Preference; YES X NO A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Please attach the Broward County Office of Economic Development and Small Business Development certification form.

(Choose below as applicable)

Name of Business:

- Business is claiming local Business Preference YES ____ NO ____
- Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

D Businesses Employing Miramar Residents - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Submit - Section 13, the Business Employing Miramar Residents Affidavit.

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID "NON-**RESPONSIVE**"

BUSINESS EMPLOYING MIRAMAR RESIDENTS' AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor:	N/A		
		Mail Address:	
	ð:		
residents.	Miami-Dade Counties), of w	total employees (in the only the only total employees (in the only	company's local ivalent Miramar
Signature	Title	Date	_
by means of D physica this day of STATE OF		otarization,	
COUNTY OF			
Notary Public (Sig	in name of Notary Public)		
My commission e	expires:	(SEAL)	
Personally Known Type of Identification	or Produced Ident	tification	
	END OF DOC	UMENT	
FAILURE TO C	OMPLETE, SIGN AND RE PROPOSAL "NON-F	TURN THIS FORM MAY DEEI RESPONSIVE"	MYOUR

	NA - 3 January 2003) nent of the Treasury Revenue Service	Request for Taxpayer Give form to the requester. Do in send to the IRS		
s on page 2.	Name TA Business name, If	NGHOW BROTHERS, INC, Clifferent from above		
Print or type Ic Instructions	Check appropriate		•	Exampt from backup withholding
Print Fic Instr	<u>300_SW</u>	street, and apt or suite no.) 70 th Ave	Requester's name and add City of Miramar	iress (optional)
P See Specific	City, state, and ZIF Pembrol	Ke Pines Fl. 33023	2300 Civic Center Pla	ce
Part	í Taxpaye	r Identification Number (TIN)		
Enter	your TIN in the app	propriate box. For individuals, this is your social security number ISSM	Social security	number

or individuals, this is your social security number (SSN) However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer Identification number 5 1 1 3 5 7 5 6

Certification Under penalties of perjury, I certify that:

Part II

UNI A

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal 2. Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. Lam a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Signature of Here How U.S. person 🕨

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

Certify that you are not subject to backup withholding. Oľ

Claim exemption from backup withholding if you are a U.S. exempt payee.

Date 05/28/2025

or

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income. you must attach a statement that specifies the following five ítems:

 The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

AGREEMENT CERTIFICATE (if Corporation)

TARY PUB

RIDA) MY COMMISSION EXPIRES 4-27-2029 OWARD)

STATE OF FLORIDA

SEAL

COUNTY OF BROWARD

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the <u>TANGHOW BROTHERS, INC.</u>, hereinafter "the Corporation", existing under the laws of the State of <u>Florida</u>, held on <u>09 May</u>, 2025, the following resolution was passed and adopted: "BE IT RESOLVED THAT <u>Wendell TangHow</u> (name), as <u>President</u> (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this <u>09</u> day of <u>May</u>, 2025.

Janique TangHow Secretary

END OF DOCUMENT

IFB 25-025 Annual Fabrication and Repair Services Forms 300-29

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:)

"BE IT RESOLVED THAT _____(name), as _____(title) of the Partnership, be and is hereby authorized to execute an Agreement by and between the Partnership and the City of Miramar, Florida and that his/her execution thereof, attested to by the official act and deed of the Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of

Partner

(SEAL)

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)) ss: COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Principals of the N/A

hereinafter "the Joint Venture", a Joint Venture under the laws of the State of ______, held on _____, 20____, the following resolution was duly passed and adopted:

"BE IT RESOLVED that _____(name), _____(title) of the Joint Venture, be and is hereby authorized to execute an Agreement by and between the Joint Venture and the City of Miramar, Florida and that his/her execution thereof, attested to by the Managing Partner of the Joint Venture, shall be the official act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

Managing Partner

END OF DOCUMENT

IFB 25-025 Annual Fabrication and Repair Services Forms 300-31

CERTIFICATE AS TO CORPORATE PRINCIPAL

IJanique TangHow ,certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that<u>Wendell TangHow</u>, who signed the Bond on behalf of the Principal, was then <u>President</u> of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

TANGHOW BROTHERS, INC.

(Name of Corporation)

- END OF DOCUMENT-

IFB 25-025 Annual Fabrication and Repair Services Forms 300-32

BID BONGRA GUERA STATE OF Florida) SS: MY COMMISSION COUNTY OF Broward) SS: MY COMMISSION EXPIRES 4-27-2029 NA) ANGHOW BROTHERS, INC. , as principal, and principal, and municipal corporation of the State of Florida, in the benal sum of N/A N/A , as Surety, are held and firmly bound benal sum of N/A N/A , as Surety, are held and firmly bound benal sum of N/A S						
STATE OF _Florida)) ss: MY COMMISSION COUNTY OF Broward)) ss: MY COMMISSION KNOW ALL MEN BY BY FPIRES 4-27-2029 ANGHOW BROTHERS, INC, as principal, and introverse and firmly bound and the City of Miramar ("City"), a municipal corporation of the State of Florida, in the Denal sum of, as Surety, are held and firmly bound of Sum well and truly to be made for "CITY OF MIRAMAR- ANNUAL FABRICATION AND REPAIR SERVICES IFB No.25-025 we bind ourselves our heirs executors		BID	BONDANA GUERD			
STATE OF _Elorida)) ss: MY COMMISSION EXPIRES 4-27-2029 COUNTY OF Broward)) ss: OF FURTHERS 4-27-2029 KNOW ALL MEN BY BY ANGHOW BROTHERS, INC, as principal, and not the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of, as Surety, are held and firmly bound point the City of Miramar ("City"), a municipal corporation of the State of Florida, in the point of Sum well and truly to be made for "CITY OF MIRAMAR- ANNUAL FABRICATION AND REPAIR SERVICES IFB No.25-025 we bind ourselves, our beirs executors				and the second sec		
KNOW ALL MEN BY) ss: MY COMMISSION EXPIRES 4-27-2029 KNOW ALL MEN BY) OF FLOR ANGHOW BROTHERS, INC. , as principal, and not the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of, as Surety, are held and firmly bound, bound, as Surety, are held and firmly bound N/A			No No No			
KNOW ALL MEN BY ANGHOW BROTHERS, INC.	STATE OF Florida)	101				
KNOW ALL MEN BY EXPIRES 4-27-2029 ANGHOW BROTHERS, INC.)	SS:	MY COMMISSION			
KNOW ALL MEN BY THE SERVICES PRESENTS that we, ANGHOW BROTHERS, INC.	COUNTY OF Broward		EXPIRES 4-27-2029			
ANGHOW BROTHERS, INC, as principal, and , as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of)	1111	0.0			
ANGHOW BROTHERS, INC, as principal, and , as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of		1	MAX OF			
ANGHOW BROTHERS, INC, as principal, and , as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of			OF FLONGO	Hand Street Stre		
ANGHOW BROTHERS, INC, as principal, and , as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of	KNOW ALL MEN	BV	THERMOMBER	DECENTO	that	
N/A, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the benal sum of		51				
unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of N/A Dollars \$, as	principal,		and
sum of <u>N/A</u> N/A <u>N/A</u>), lawful money of the United States, for the payment of which N/A <u>N/A</u>), lawful money of the United States, for the payment of which Sum well and truly to be made for <u>CITY OF MIRAMAR- ANNUAL FABRICATION AND</u> REPAIR SERVICES IFB No.25-025 we bind ourselves, our heirs executors			. as Suret	v, are held and	l firmly bo	und
Senal sum of <u>N/A</u> Sum well and truly to be made for " <u>CITY OF MIRAMAR- ANNUAL FABRICATION AND</u> REPAIR SERVICES IFB No.25-025 we bind ourselves, our heirs executors	unto the City of Miramar ("City") a	municin	al cornoration of	the State of E	Jorido in	the
N/A), lawful money of the United States, for the payment of which sum well and truly to be made for " <u>CITY OF MIRAMAR- ANNUAL FABRICATION AND</u> <u>REPAIR SERVICES IFB No.25-025 we bind ourselves</u> our heirs executors		manicip		The State OF F		
w	NI/A	·				
Sum well and truly to be made for " <u>CITY OF MIRAMAR- ANNUAL FABRICATION AND</u> REPAIR SERVICES IFB No.25-025 we bind ourselves, our heirs executors	\ <u>Ψ</u>),iawiui	money c	of the United State	es, for the payn	nent of wh	nich
REPAIR SERVICES IFB No.25-025 we bind ourselves, our heirs executors	sum well and truly to be made for "(CITY ÔF	MIRAMAR, ANI		ATION A	
	REPAIR SERVICES IED No OF	005		NUAL LABRIC	ATIONA	
administrators and successors jointly and severally, firmly by these presents.		<u>025</u> We	e pind ourseive	s, our heirs	, execut	ors,
	administrators and successors jointly	y and se	everally, firmly by	these presents	3.	
		-	2 - 2 - 2		-	

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated ______ 28 May ______, 2025 .

For:

ANNUAL FABRICATION AND REPAIR SERVICES

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 28 day of May 20²⁵, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Edwin Vidal Witness

Witness

(Individual or Partnership Principal)

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Janique TangHow Secretary

TANGHOW BROTHERS, INC. (Corporate Principal) *

By: Wendell TangHow Wendell any ka

(Title) President

ATTEST:

Secretary

*Impress Corporate Seal

(Corporate Surety) *

By:

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

IFB 25-025 Annual Fabrication and Repair Services Forms 300-34

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, TangHow Bros. Inc. _____, as Principal, hereinafter called "Contractor", and ______, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of ______ N/A _____ Dollars (\$N/A ______) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Contractor has by written agreement entered into a Contract, Bid No. IFB- No.25-025, awarded the ______day of ______, 20____, with City for the "ANNUAL FABRICATION AND REPAIR SERVICES," in accordance with Drawings (plans) and Specifications prepared by ______, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

- 1. Fully performs the Contract between the Contractor and the City for construction of the IFB 25-025 within 365 calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
- 2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
- 3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and
- 4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default

or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

[REMAINDER INTENTIONALLY LEFT BLANK]

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this <u>28</u> day of	<u>May</u> , 20 <u>25</u> .
WITNESSES:	TANGHOW BROTHERS, INC.
Janique TangHow Secretary	(Name of Corporation) By: <u>Mordell (Corpolars</u> (Signature and Title)
(CORPORATE SEAL)	Wendell TangHow President (Type Name and Title signed above)
	INSURANCE COMPANY
By: Agent and Attorney-In-Fact Addr <u>ess:</u> (Street) (City/State/Zip Code) STATE OF FLORIDA) SS: COUNTY OF BROWARD)	MY COMMISSION EXPIRES 4-27-2029
SWORN TO AND SUBSCRIBED b	pefore me this <u>28</u> day of <u>May</u> , 20 <u>25</u> , by
	personally known to me X or has produced
ELDI on File as identifi <u>Anna Guerra</u> Notary Public State of Florida at Large My commission expires: 04/27/2029	ication.
My commission expires: 04/2//2029	

END OF DOCUMENT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, w**d**,**angHow Bros,Inc**. as Principal, hereinafter called "Contractor", and <u>N/A</u>, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of <u>N/A</u> Dollars (\$ <u>N/A</u>) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City IFB Bid No: 25-025, awarded the ____day of _____, 20____, for the "<u>ANNUAL FABRICATION</u> <u>AND REPAIR SERVICES</u>," in accordance with Drawings (Plans) and Specifications prepared by ______, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly make payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract

Documents and compliance or noncompliance with any formalities connected with the Contract or that the changes do not affect the Surety's obligation under this bond.

Signed and sealed this <u>28</u> day of <u>May</u>	, 2Q <u>5</u> .
WITNESS:	Name of Corporation)
(CORPORATE SEAL) WITNESSES:	Signature
By: <u>Shaun Comissiong</u> (Type Name and Title Signed Above)	
Janique TangHow Secretary	
IN THE PRESENCE OF:	INSURANCE COMPANY:
Public notary	By: (Agent and Attorney-In-Fact)
	Address:
	(Street)
STATE OF FLORIDA)) ss:	(City/State/Zip Code) Telephone No: ()
COUNTY OF BROWARD)	
SWORN TO AND SUBSCRIBED before me	this <u>28</u> day of <u>May</u> , 20 <u>25</u> , by
	Ily known to me X or has produced
<u>FI DI on file</u> as identification.	
Notary Public State of Florida at Large	
My commission expires: 04/27/2029	
END OF DOC	UMENT

State of Florida Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name:	TANGHOW BROTHERS , INC.
Vendor FEIN:	65-1135750
Vendor's Authorized Representative Name and Title:	Wendell TangHow President
Address:	300 SW 70th Ave
CityPembroke Pines	_ State: Florida Zip: <u>33023</u>
Phone Number:	954-579-4131
Email Address:	Tanghowbrothers@gmail.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer of representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person: .
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will:
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged . as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other • immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person; .
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to • any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are truc

Signature:	Klendell low flor
0	(Authorized Signature)

(Authorized Signature)

Print Name And Title:	Wendell TangHow	President
	- <u></u>	

Date:

05/28/2025

REFERENCE QUESTIONNAIRE

Reference for Contractor: <u>TANGHOW BROT</u> Agency Giving Reference: Sway /Daer Nightcl	HERS, INC.				
Person Giving Reference: Grea Lister	450			-	
Telephone: (609)334-0703					
E-Mail: gml148@bells	outh.net			-	
Name of Project Completed by ContractorRepair	and secure	rooftop	canop	y Hardr	ock Cate
Name of Project Completed by Contractor Repair a What was the Dollar value of the Project: <u>\$6,500</u> . What was the Completion Date of the Project:	00		1.80	_	
What was the Completion Date of the Project:	03/14/2023	<u> </u>			
Provide a reference for the above named firm by ind	icating below th	ne level of	satisfactio	on (Satista	actory or
Unsatisfactory) with services provided to your agenc	y.				
			Rating		
Question	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	1				

accordance with specifications?	V			
Did the contractor submit excessive change orders? If yes, how many?		YES	R	
How would you rate the firm's responsiveness on administrative and service issues?	~			
How would you rate the quality and experience of the firm's project manager and on-site personnel?	\checkmark		10	
Was this awarded under a competitive process?	\checkmark			
How would you rate the contractor's project management, including management of sub- contractors?	\checkmark			
Would you use the contractor again?		YES	NO	
Overall, what would you rate their performance?	 Image: A start of the start of			

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Greg Lister______ Title: Owner______

Sign Name: 1009 Life Date: 05/13/2025

Additional Comments: _____

FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"

> IFB 25-025 Annual Fabrication and Repair Services Forms 300-41

REFERENCE QUESTIONNAIRE

Reference for Contractor:	TANGHOW BROTHERS, INC.
Agency Giving Reference:	Dykes Industries
Person Giving Reference:	Hank Perez
Telephone: ()	786) 562-4260
E-Mail:	hank.perez@dykeind.com
Name of Project Completed	by ContractorChanged damaged Panel Sheets
What was the Bollar value of	the Project: \$ 14 600.00

What was the Dollar value of the Project: $\frac{14,600.00}{1/10/2025}$

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	Rating				
Question	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	~				
Did the contractor submit excessive change orders? If yes, how many?		YES		Ro	
How would you rate the firm's responsiveness on administrative and service issues?	~		200		
How would you rate the quality and experience of the firm's project manager and on-site personnel?	√				
Was this awarded under a competitive process?	\checkmark				
How would you rate the contractor's project management, including management of sub- contractors?	~		(
Would you use the contractor again?		YES		NO	
Overall, what would you rate their performance?	\checkmark				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Hank Perez

Sign Name: #Out

Additional Comments:

Title: Owner

Date:05/15/2025

FAILURE TO RETURN THREE (3) <u>VERIFIABLE</u> REFERENCES FROM THREE (3) <u>DIFFERENT</u> SOURCES <u>WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"</u>

REFERENCE QUESTIONNAIRE

Reference for Contractor: _	TANGHOW BROTHERS, INC. Asiatech Construction	_
Agency Giving Reference:	Asiatech Construction	_
Person Giving Reference:	Ted Foias	
Telephone:	(305) 335-0982	
E-Mail:	ted@asiatechconstruction.com	
Name of Project Completed	by ContractorGrand Ave. Medical Center	
What was the Dollar value of	of the Project: \$ 34,500.00	
What was the Completion D	Pate of the Project11/15/2023	

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	Rating				
Question	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	~				
Did the contractor submit excessive change orders? If yes, how many?		YES		R	
How would you rate the firm's responsiveness on administrative and service issues?	~				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	 Image: A start of the start of				
Was this awarded under a competitive process?	\checkmark				
How would you rate the contractor's project management, including management of sub- contractors?	~				
Would you use the contractor again?		YES		NO	
Overall, what would you rate their performance?	\checkmark				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Ted Fojas

Title: Owner

Sign Name: Terlors Fryeis

Additional Comments:

Date:05/11/2025

FAILURE TO RETURN THREE (3) <u>VERIFIABLE</u> REFERENCES FROM THREE (3) <u>DIFFERENT</u> SOURCES <u>WILL</u> DEEM YOUR PROPOSAL "NON-RESPONSIVE"

> IFB 25-025 Annual Fabrication and Repair Services Forms 300-41

CITY OF MIRAMAR

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR PROJECT SITE VISIT(S)

(WHEN APPLICABLE)

In consideration of being permitted to enter, visit or tour the <u>IFB 25-025</u> ("Project Title") with the property address o<u>2200 civic ctr pl</u> Miramar, Florida, 33025, for inspection in relation to IFB No. 25-025, by signing below the UNDERSIGNED HEREBY:

1. ACKNOWLEDGES THAT THE VISIT TO OR TOUR OF THE PROJECT PREMISES IS POTENTIALLY HAZARDOUS and involves certain risks, including the risks of serious bodily injury, death, and property damage.

2. ASSUMES FULL AND SOLE RESPONSIBILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the visit to or tour of the Project Premises, whether caused by the negligence of the Releasees or otherwise.

3. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City of Miramar ("City"), its officers, officials, agents, and employees ("Releasees"), from and for any and all claims, losses, or damages, and any claims or demands therefore (including, without limitation, legal fees and disbursements) on account of bodily injury, death, or property damage (including the loss therefrom) arising out of, from, or in any manner related or connected to the visit to or tour of the Project Premises or the entry by the UNDERSIGNED upon the Project Premises, whether caused by the negligence of the Releasees or otherwise.

4. AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or use of the Project Premises. Notwithstanding any provision or agreement to the contrary, UNDERSIGNED shall defend, indemnify and hold harmless the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or occupancy of the Project Premises.

5. AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEES AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This Release sets forth all agreements and understandings of UNDERSIGNED with respect to the subject matter hereof.

6. AGREES TO ABIDE by the City's safety policies and procedures, criteria and requirements at the Project Premises, and all safety instructions and directions provided by the City at the Project Premises.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY, KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. This document is binding upon me and my family, heirs, children, assigns, personal representatives and anyone with the authority to act on my behalf.

By: Releasor's signature

Print NameWendell TangHow

Company NameTANGHOW BROTHERS, INC.

Title:President

Date:05/28/2025

Wendell Tang How

email: tanghowbrothers@gmail.com | cell: 954-579-4131

EXPERIENCE

President & Lead Welding Technician

2002 - Present | Tang How Brothers Inc., Pembroke Pines, FL

- Oversee all aspects of business operations, including project management, budgeting, and technical execution.
- Conduct client consultations to assess project requirements and deliver custom welding solutions.
- Design, fabricate, and install structural steel frameworks and joists for building construction, ensuring compliance with engineering and safety standards.
- Specialize in heavy-duty welding and fabrication for municipal water treatment plants, maintaining structural integrity of key facilities.
- Create custom metal staircases and architectural elements for high-end nightclubs and casinos, blending durability with modern aesthetics.

Welding Technician - Luxury Yacht Maintenance

2000 - 2001 | Summerfield Boat Works, Ft. Lauderdale, FL

- Performed high-precision MIG and TIG welding on marine-grade metals, repairing and reinforcing structural components like hulls, decks, and support frames.
- Developed custom metalwork solutions for yacht modifications and repairs in collaboration with marine engineers and boat builders.

Company Director & Lead Welding Technician

1972 – 2000 | Tang How Brothers Limited, Marabella, Trinidad & St. Croix, USVI

- Managed business operations, enhancing project efficiency, team performance, and strategic partnerships through contract negotiations.
- Led welding projects from inception to completion, ensuring precision and technical compliance while collaborating with clients and engineering teams.
- Trained and mentored junior welders, specializing in MIG, TIG, and arc welding techniques for diverse industrial applications.

EDUCATION

- AWS Welding Certification, Trinidad Energy Skill Center, Trinidad W.I. (1996)
- Welding Technology, San Fernando Technical Institute, Trinidad W.I. (1971)
- General Engineering Math, Renown College, Trinidad W.I. (1968)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: TANG HOW BROTHERS

Receipt #:273-475 MACHINE SHOP TOOL & DIE ETC Business Type: (WELDING)

Owner Name: TANG HOW WENDELL Business Location: 300 SW 70 AVE PEMBROKE PINES Business Phone: 954-579-4131

Business Opened:08/05/2002 State/County/Cert/Reg:19560427045 Exemption Code:

Ro	oms	Seats	Employees 1	Machines	Profes	sionals
	Number of Machi	For nes:	Vending Business Onl	y Vending Type		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	4.50	0.00	0.00	49.50
Receipt Fee Packing/Prod	cessing/Cann	ing Employees	45.00	······	I	

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

TANG HOW BROTHERS 300 SW 70 AVE HOLLYWOOD, FL 33023

Receipt #WWW-24-00002245 Paid 10/15/2024 49.50

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: TANG HOW BROTHERS

Owner Name: TANG HOW WENDELL Business Location: 300 SW 70 AVE PEMBROKE PINES Business Phone: 954-579-4131 Receipt #: 273-475 Business Type: MACHINE SHOP TOOL & DIE ETC (WELDING)

Business Opened: 08/05/2002 State/County/Cert/Reg: 19560427045 Exemption Code:

Machines

Rooms	
-------	--

Seats

Employees

22

Professionals

1

Signature			F	or Vending Business O	niy		1	
Tax Amou		Number of Mac			Vending Type	:		
	5.00	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
		0.00	0.00	4.50	0.00	0.00	49.50	



Small Business Development Office of Economic and

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664 Governmental Center Annex

13

This Corrificate is Autorided to:

TANG HOW BROTHERS, INC.

and/or the County Business Enterprise Act of 2009, the As sel forth in the Business Opportunity Act of 2004 certification requirements have been met for:

Certification Begins: 09/26/2012 **County Business Enterprise** Small Business Enterprise

Small Business Development Manager

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Fulture to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners www.broward.org/smallbusiness

		/E.F	<u> </u>	FICATE OF LIA	BIL	ITY INS	URANC	E .		(MM/DD/YYYY) 3/28/2025
	THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVI BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	ely (Xanc Id th	dr ni E Do Ie ce	EGATIVELY AMEND, EXTI DES NOT CONSTITUTE A (RTIFICATE HOLDER.	END OR CONTR	ALTER THE	COVERAGE	AFFORDED BY THE PO IING INSURER(S), AUTH	ER. THI: LICIES ORIZED	5
	IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	o tne	term	is and conditions of the n	olicy c	artain nolicie	DDITIONAL I s may requir	NSURED provisions or I e an endorsement. A st	e endor atement	sed. on
PR	ODUCER				CONT/		ancio			
1	GA Insurance & Bonds 1689 N. Kendall Drive					0. Ext): (000) (30-4777	FAX (A/C, No	(305)	279-3022
	uite 208				E-MAIL ADDRE	iss: canciola	ggaig.com			·····
Mi	ami			FL 33176	INSURI	121 1	ISURER(S) AFFO	RDING COVERAGE	÷	NAIC#
INS	BURED		<u> </u>	·····	INSURE	0				36951
	Tang How Brothers Inc PO B0X 246118				INSUR	RC:				
	FO DUA 240116				INSURE	RD:				
Į	Pembroke Pines			FL 33024	INSURE					
co	VERAGES CER	TIFIC	ATE	NUMBER: CL253282415	INSURE	<u>RF:</u>		REVICION AUTORD		
Т	HIS IS TO CERTIFY THAT THE POLICIES OF I	NSUF		LISTED BELOW HAVE BEEN		TO THE INSU	RED NAMED A	REVISION NUMBER: 80VE FOR THE POLICY PE	RIOD	
C	ERTIFICATE MAY BE ISSUED OR MAY PERTA		HE INS	SURANCE AFFORDED BY TH	CONTR/	ACT OR OTHER	R DOCUMENT I			
	CONDITIONS OF SOCH PU	LIUIE	э. ЦМ	IT S SHOWN MAY HAVE BEEN	REDUC	ED BY PAID CI	LAIMS.	OBJECT TO ALL THE TERMS	5,	
LTR		INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
			ľ					EACH OCCURRENCE	\$ 1,000),000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	
A		γ		0100286314-1		02/28/2025	02/28/2026	MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					01.202020	02/20/2020	PERSONAL & ADV INJURY	s 1,000	
	POLICY PRO- JECT LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	s 2,000	
	OTHER:							PRODUCTS-COMPOPAGG	5	
								COMBINED SINGLE LIMIT (Ea accident)	5	
	OWNED SCHEDULED	İ			ĺ	ĺ		BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE	s	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	VIMBRELLA LIAB X OCCUR			<u> </u>				EACH OCCURRENCE	s s 1,000	000
8	EXCESS LIAB CLAIMS-MADE			CCP130287810		02/28/2025	02/28/2026	AGGREGATE	s 1,000	
	DED RETENTION \$	-+	\square				[\$	
	AND EMPLOYERS' LIABILITY		Í					PER OTH- STATUTE ER		
	(Mandetory In NH)	N/A	1				ļ	E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below		1					E.L. DISEASE - EA EMPLOYEE	<u>\$</u>	
		-+	-+					E.L. DISEASE - POLICY LIMIT	\$	
	ł	Į					ĺ			
DESCI	RIPTION OF OPERATIONS / I OCATIONS AVELING	(4.00								
City o	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES		RD 101	I, Additional Remarks Schedule, m	hay be atta	ched If more spa	ce is required)			
-	of Miramar is listed as an Additional Insured w	MUTE	spect	to the General Liability when	t require	d by written co	ntract.			
										1
ERI	TIFICATE HOLDER				CANCE	LATION				
	City of Miramar				THE E	PIRATION DA	E ABOVE DESC TE THEREOF, I THE POLICY F	CRIBED POLICIES BE CANC NOTICE WILL BE DELIVERE PROVISIONS.	ELLED B D IN	EFORE
	2200 Civic Center Place				UTHORIZ					
	Miramar			FL 33025		tendening (P		AP P		

1

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD	CER	TIF		BILI		JRANC	E		(MM/DD/YYYY) 3/01/2024
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCE	ATIVELY O NSURANCI R, AND TH	R NE E DOI E CEI	GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO RTIFICATE HOLDER.	ND OR A	LTER THE C CT BETWEE	OVERAGE A	AFFORDED BY THE PO NG INSURER(S), AUTH	OLICIES	
IMPORTANT: If the certificate ho If SUBROGATION IS WAIVED, sui this certificate does not confer rig	ject to the	terms	s and conditions of the po	licy, cer n endors	tain policies sement(s).	may require	an endorsement. A s	tatement	on
PRODUCER				CONTAC	T Client Ca	e Team SBU			
Patriot Growth Insurance Services, LLC				PHONE (A/C, No.	Ext): (800) 50	53-5467	FAX (A/C, N	o): (904)	530-5003
8382 Baymeadows Road, Suite #2				E-MAIL ADDRES	s: clientcare	team-sbu@ins			NAIC #
Jacksonville			FL 32256		Auda Ou	ners Insurance			(100 × *
INSURED				INSURE	<u>.</u>				
Tang How Brothers Inc									
300 Sw 70Th Ave				INSURE			· · · · · · · · · · · · · · · · · · ·		
				INSUREF					
PEMBROKE PINES			FL 33023-1017	INSUREF					
	0000000			INSURE	tF:				
COVERAGES			HOMBER.				REVISION NUMBER:	ERIOD	
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SI	REQUIREME PERTAIN, TI JCH POLICIE	ent, ti He ins S. Lim	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE IT'S SHOWN MAY HAVE BEEN	CONTRA E POLICIE	CT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT V DHEREIN IS S AIMS.	MITH RESPECT TO WHICH	THIS	
INSR LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LI	MITS	
COMMERCIAL GENERAL LIABILITY	1						EACH OCCURRENCE	s	
	`	Ì					PREMISES (Ea occurrence)	s	
							MED EXP (Any one person)		
				1			PERSONAL & ADV INJURY	\$	_
GEN'L AGGREGATE LIMIT APPLIES PER:				[GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		
OTHER:							COMBINED SINGLE LIMIT	\$	0.000
AUTOMOBILE LIABILITY		1					(Ea accident)	\$ 1,00	0,000
							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS	'		5535770300	-	06/17/2024	06/17/2025	BODILY INJURY (Per accident) \$	
HIRED NON-OWN AUTOS ONLY AUTOS ON							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUP		-					EACH OCCURRENCE	\$	
EXCESS LIAB CLAIM	-MADE						AGGREGATE	s	
DED RETENTION \$								s	
WORKERS COMPENSATION	-						PER OTH STATUTE ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	Y/N						E.L. EACH ACCIDENT	s	
OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A						E.L. DISEASE - EA EMPLOYE		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
							C.L. DISEASE - FOLIGT LIMIT		
in and the second second									
DESCRIPTION OF OPERATIONS / LOCATIONS /	VEHICLES (AC		01 Additional Remarks Schodula -	many he att	achad M more				
City of Miramar is listed as Additional Ins				ay एड वॉर्स	action il mole sp	ave is redrited)			
2									
VERTICIOALE HOLDER				CANCE	LLATION				
				SHOU				MOELLPA	REFORT
							CRIBED POLICIES BE C/ NOTICE WILL BE DELIVE		BEFVILE
City of Miramar						THE POLICY			
2200 Civic Center Place									
				AUTHORI	ZED REPRESEN	TATIVE			
Miramar			FL 33025						

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment 1

City of Miramar- Annual Fabrication and Repair Services, IFB No. 25-025

 Contractor Company Name:
 TANGHOW BROTHERS, INC.

 Contractor Acknowledgement
 Wendell TangHow / President

 Print Name/Title
 Print Name/Title

 Wendell Caryllow
 Signature

TAXPAYER IDENTIFICATION NUMBER (TIN): 65-1135750

BID PRICE SHEET (CONT.)

	Fee Schedule	1992					
IT		EST UNIT OF UNIT					
E M	DESCRIPTION	REQUIRED HRS.	UNIT OF MEASURE	STRAIGHT	OVERTIME		
1	Crane truck and operator	100	Hr.	\$ 200.00	\$ N/A		
2	Onsite fabrication technician	1,664	Hr.	\$ 60.00	\$ 90.00		
3	Onsite welding technician	1,664	Hr.	\$ 60.00	\$ 90.00		
4	Onsite mechanic/technician including truck charge	1,664	Hr.	\$ 75.00	\$ 90.00		
5	Shop service for fabrication	1,664	Hr.	\$ 55.00	\$ 75.00		
6	Shop service for welding	1,664	Hr.	\$ 55.00	\$ 75.00		
7	Laborer	1,664	Hr.	\$ 40.00	\$ 55.00		
8	Carpenter	620	Hr.	\$ 60.00	\$ 90.00		
9	Pipefitter	1,664	Hr.	\$ 60.00	\$ 90.00		
10	Plumber	620	Hr.	\$ 60.00	\$ 90.00		
11	Sheet Metal Worker	1,664	Hr.	\$ 60.00	\$ 90.00		
12	After hours welding	200	Hr.	\$ 90.00	\$ 90.00		
	TOTAL BASE BID - ITEMS 1-12			\$ 875.00			
	ADDITIONAL EQUIPMENT PRICING AS NEEDED						
13	Backhoe and operator, Full Size			\$ 60.00	\$ N/A		
14	Small Loader (Bobcat type) and operator			\$ 60.00	\$ N/A		
15	Boom Truck 5 to 10 ton and operator			\$ 65.00	\$ N/A		
16	Pick-up Truck, 1/2 ton thru 1 ton and operator			\$ 50.00	\$ N/A		

17	Utility Service Truck 1 to 3 tons and operator			\$ 50.00	\$ N/A
18	Dump Truck, 10 CY and operator	-		\$ N/A	\$ N/A
19	Confined Space Equipment			\$ N/A	N/A
20	Excavation Shoring Equipment			\$ N/A	N/A
21	Portable Pump, 2" Suction and Discharge Piping			\$ 15.00	N/A
22	Portable Pump, 4" Suction and Discharge Piping			\$ 18.00	N/A
23	Welding Machine with torch assembly			\$ 68.00	N/A
24	Air Compressor			\$ 80.00	N/A
25	Pneumatic tool - Jack hammer, nail gun, sand blaster			\$ 68.00	N/A
26	Pneumatic tool – Impact wrench, ratchet, drill, saw			\$ 55.00	N/A
27	Pneumatic tool – Airbrush, paint sprayer			\$ 55.00	N/A
28	Work Site Storm Water Protection for 100 ft. sq. site		8-Hr. day	\$ 120.00	N/A
29	Disposal fee 10 yards, concrete, metal, building materials		8-Hr. day	\$ 210.00	N/A
30	Two 4' X 8' Trench plates covering 12 ft. long trench for driver safety		8-Hr. day	\$ 120.00	N/A
31	Scaffolding 10 ft. tall, 20 ft. long with fall protection, high angle work		8-Hr. day	\$ 70.00	N/A
32	100 ft. sq. Work Site Safety Barriers, cone barricade, caution tape		8-Hr. day	\$ 110.00	N/A
33	Sand blasting, containment and recovery system, 100 ft. sq.		8-Hr. day	\$ 350.00	N/A
34	Material Markup	18%	Per Item	\$ 	N/A

TOTAL BASE BID ITEMS 1-12 AMOUNT:

\$ 875.00

(Write Figures)

TOTAL BASE BID ITEMS 1-12 AMOUNT:

EIGHT HUNDRED SEVENTY FIVE

(Write Amount in Words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract. Project/Development Name: