

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 6, 2024

Presenter's Name and Title: Rolando Taylor, Deputy Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Procurement Director, on behalf of the Procurement Department

Prepared By: Ronnie S. Navarro, Assistant Director of Utilities

Temp. Reso. Number: TR8266

Item Description: Temp. Reso. #8266 APPROVING THE AWARD OF INVITATION FOR BID NO. 24-036, ENTITLED "PIPELINE LEAK REPAIRS & REPLACEMENT SERVICES" TO PLUMBER MIKES INC., FOR AN INITIAL TERM OF ONE YEAR WITH TWO ONE-YEAR RENEWAL OPTIONS, IN AN ANNUAL AMOUNT OF \$1,664,850, INCLUDING A CITY CONTINGENCY OF \$250,000 FOR A TOTAL AMOUNT OF \$1,914,850; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT. (Director of Utilities Francois Domond, PE and Procurement Director Alicia Ayum).

Consent Resolution Ordinance Quasi-Judicial Public Hearing

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 _____ and/or by sending mailed notice to property owners within ____ feet of 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 of \$1,914,850 is available in Utilities Accounts 410-55-557-533-000-606510, entitled "Construction" - Water Distribution Annual Maintenance Program.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 8266**
 - **Exhibit A:** Proposed Agreement
- **Attachment(s)**
 - **Attachment 1:** Bid Tabulation Sheet
 - **Attachment 2:** Invitation for Bids No. 24-036



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

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

DATE: October 31, 2024

RE: Temp. Reso. No. 8266 Award IFB No. 24-036 entitled "Pipeline Leak Repairs and Replacement Services" to Plumber Mikes, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8266, Approving the Award of Invitation for Bid ("IFB") No. 24-036, entitled "Pipeline Leak Repairs & Replacement Services" to Plumber Mikes Inc., for an initial one year term, with two one-year renewal options in the amount of \$1,664,850, including a City contingency of \$250,000 for a total amount of \$1,914,850 and execution of the appropriate agreement in substantial conformity with Exhibit "A" – Proposed Agreement Between the City of Miramar and Plumber Mike, Inc. as attached to the Resolution.

ISSUE: City Commission approval is required to award IFB No. 24-036, execution of an appropriate agreement and for all expenditures exceeding \$75,000 per vendor in accordance with section 2-412(a) (1) of the City Code.

BACKGROUND: The water distribution system is made up of approximately 441 miles of water mains (4" to 24" in diameter) and approximately 35,000 service pipeline connections that is predominantly constructed of plastic materials. Most of the plastic materials used in the 1990s are not as durable as those that are produced today. This comprehensive water distribution system repair project incorporates leak scheduled repairs to our service lines by a contractor to aggressively reduce and minimize water losses from the service pipeline deterioration due to aging, inferior pipe materials, defective pipeline installation during the housing boom in the 1990's and beyond, and other environmental factors.

DISCUSSION: Over the past eight years, the City embarked on a leak detection program to reduce the non-revenue water (NRW) losses. NRW is the difference between the amount of water that is produced for consumption and the amount of water that is billed to customers. Since its inception in 2015, we have identified and repaired over 1,500 water service line leaks throughout the system. The most recent leak survey reported over 250 non-surfacing service pipeline leaks; a contractor is required to carry out these repairs. Potential savings to the City is estimated at around 1.5 million gallons per day (equivalent retail value of over \$12,000 per day or over \$4 million per year).

ANALYSIS: On September 5, 2024, the City advertised an Invitation for Bid No. 24-036 ("IFB"), entitled "Pipeline Leak Repairs & Replacement Services", in a newspaper of general circulation, and on Demand Star. On September 30, 2024, the City received six (6) bids for the scheduled Bid opening. The bids were reviewed in accordance with the minimum qualifications and it was determined that Plumber Mikes Inc. was the lowest responsive, responsible Bidder, whose bid is in the amount of \$1,664,850 for an initial term of one year, with two one-year renewal options. In consideration of possible unknown site conditions and the potential discovery of more leaks in the system, staff is proposing a contingency allowance of \$250,000 to be added to the bid amount, for a total amount of \$1,914,850.

Funding has been appropriated in FY 25 Utilities Budget Account No. 410-55-559-535-000 entitled "Water Distribution Annual Maintenance Program (CIP)".

The City Manager recommends that the City Commission approve the award of IFB No. 24-036 to Plumber Mikes Inc. and authorize the City Manager to execute the Agreement between the City of Miramar and Plumber Mikes Inc.

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**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 BID NO. 24-036, ENTITLED "PIPELINE LEAK REPAIRS & REPLACEMENT SERVICES," TO PLUMBER MIKES INC., FOR AN INITIAL TERM OF ONE YEAR, WITH TWO ONE-YEAR RENEWAL OPTIONS, IN AN ANNUAL AMOUNT OF \$1,664,850, INCLUDING A CITY CONTINGENCY OF \$250,000 FOR A TOTAL AMOUNT OF \$1,914,850; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Utilities Department is responsible for the operation, maintenance, repair and improvement of the water service pipelines throughout the City's water service area; and

WHEREAS, the City's Utilities Department has identified over 250 non-surfacing leaks that needs immediate repair; and

WHEREAS, on September 5, 2024, the City advertised Invitation for Bid No.24-036 ("IFB"), entitled "Pipeline Leak Repairs and Replacement Services," in a newspaper of general circulation and on Demand Star; and

WHEREAS, on September 30, 2024, the City received six bids, and

WHEREAS, Plumber Mikes Inc. was evaluated as the lowest responsive, responsible Bidder, in an amount not to exceed \$1,664,850, and

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WHEREAS, in consideration of unforeseen site conditions and discovery of other potential leaks in the system, the City is adding \$250,000 as project contingency, and

WHEREAS, the City Manager recommends that the City Commission approve the award of the IFB 24-036 entitled "Pipeline leak Repairs and Replacement Services" in an annual amount of \$1,914,850, and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to award the IFB No 24-036 to Plumber Mikes Inc., for an initial term of one year, with two one-year renewal options, in the amount of \$1,664,850 including a City contingency of \$250,000 for a total of \$1,914,850, and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit "A," attached hereto.

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**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 award of IFB No. 24-036, entitled “Pipeline Leak Repairs and Replacement Services,” to Plumber Mikes Inc.

Section 3: That the City Manager is authorized to execute the appropriate agreement with Plumber Mikes Inc. an annual amount \$1,914,850, together with such non-substantial changes authorized by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

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

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

AGREEMENT

(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 PLUMBER MIKES, INC FOR THE PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES IN MIRAMAR, FLORIDA

THIS AGREEMENT (the “Agreement”) is entered into and dated _____, 2023, 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 **PLUMBER MIKES, INC** (the “Contractor”), a Florida corporation whose address is 2411 SW 58 Way, West Park Fl 33023.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation for **Bids No. 24-036 (the “IFB”)**, entitled **“Pipeline Leak Repairs and Replacement Services”** (the “Work” or “Services”), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the city; 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 **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

The Work includes but is not limited to providing all labor, materials, machinery, tools, and equipment as necessary for the Pipeline Leak Replacement Services and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 366 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 456 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 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 Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

- 4.2** 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 like 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.

4.3 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 5
TERM

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall run for one year, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 10 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 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$250 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$250 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor One Million Six Hundred and Sixty-four Thousand Eight Hundred & Fifty Dollars \$(1,664,850.00) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the city, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General

Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer.
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees, or agents.
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits

payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents.
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions.
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents.
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the city may take possession of the Work and may complete the Work by whatever method or means the city may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not

been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The city may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
DEFAULT

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule attached as, Exhibit "B".
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver.
- e. Contractor has failed to obtain the approval of City where required by this Agreement.
- f. Contractor has failed in the honoring of any warranties; or

- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount expended by City, including procurement and administrative costs.

11.4 City may take advantage of every remedy specifically existing at law or in equity. Every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 8 or 9 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its

discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13 **CONTRACT DOCUMENTS**

13.1 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.

13.2 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 14 **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 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall always be exercised 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 16
AUDIT AND INSPECTION RIGHTS

16.1 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.

16.2 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.

16.3 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 17
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 18
PUBLIC RECORDS

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

18.1.1 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 to perform the service.

18.1.2 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.

- 18.1.3** 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.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or 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 all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 18.1.5** 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.
- 18.1.6** **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, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- 18.1.7** Ownership of Documents: Unless otherwise provided by law, 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 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes, and ordinance as they may be amended from time to time.

19.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose

or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

19.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 20 **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) 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 21 **INSURANCE**

21.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The city **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i.) The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of 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 22 **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 23 **REAFFIRMATION OF REPRESENTATIONS**

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

ARTICLE 24
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 25
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether 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 26
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 27
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 28
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 29
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: Mr. Michael Cocking
President
Plumber Mikes, Inc
2411 SW 58 Way
West Park, Florida 33023
Telephone: (954) 630-9717
Fax: (954) 894-7921
Email: mike@plumbermikes.com

TO CITY OF MIRAMAR:

ATTN: Dr. Roy Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3080
Fax: (954) 602-3672
Email: rvirgin@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: miramarcityattorney@apnwplaw.com

ARTICLE 30
CITY'S OWN FORCES

30.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

30.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 31
LIMITATION OF LIABILITY

31.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

31.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount more than the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

31.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 32
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 33 **WARRANTY AND GUARANTEE**

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 34 **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 35 **SEVERABILITY**

35.1 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.

35.2 City and Contractor each bind 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 36 **SCRUTINIZED COMPANIES**

36.1 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.

36.2 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.

36.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 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.

ARTICLE 37 **OWNERSHIP OF DOCUMENTS**

37.1 All original construction Drawings and Specifications produced by Contractor under this Agreement shall remain the property, and shall remain in the custody and possession, of Contractor, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Contractors) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Contractor's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing, or modifying the Project, the building, the site for which they were

prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody, and control of Contractor. Contractor's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Contractor's Work, and agrees to sign all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor shall retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

37.2 When the City requests that the Contractor provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Contractor will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the city only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

ARTICLE 38
CONFLICT-OF-INTEREST

38.1 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.

38.2 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 39
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 40
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 41
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of

participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 42
PARTICIPATION PLAN

Contractor agrees to the City's minimum goal requirement of 5% of the Services to be performed by a CBE / SBE, MBE or WBE, or a Local vendor. Contractor agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subcontractors list showing anticipated Approved Vendors.

ARTICLE 43
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: _____

By: _____

City Manager
Dr. Roy Virgin

This ____ day of _____, 2023.

Date: _____

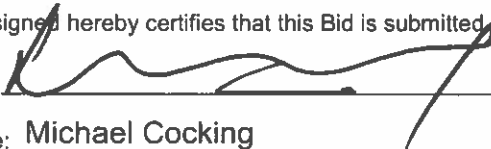
ATTEST:

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.

SECTION 300 - BID FORMS
PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES
IFB NO. 24-036

BIDDER'S NAME (Name of firm, entity, or organization):		Plumber Mikes Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		65-0832970
NAME AND TITLE OF BIDDER'S CONTACT PERSON:		
Name:	Michael Cocking	Title: DP
EMAIL ADDRESS OF CONTACT PERSON:		
MAILING ADDRESS:		
Street Address: 2411 SW 58th Way		
City, State, Zip: Hollywod, Florida, 33023		
TELEPHONE:	FAX:	EMAIL:
(954) 630-9717	(954) 894-7921	Mike@plumbermikes.com
BIDDER'S ORGANIZATION STRUCTURE:		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain):		
IF CORPORATION:		
Date Incorporated/Organized: 05/01/1998		
State of Incorporation/Organization: Florida		
States registered in as foreign Corporation: None		
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
Sewer laterals connections, Plumbing work, septic tank rplacement and waste removal, site restoration.		
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:		
BIDDER'S AUTHORIZED SIGNATURE:		
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.		
Signed by:		Date: September 25, 2024
Print name:	Michael Cocking	Title: DP

END OF DOCUMENT

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 a Contract with the City in the form included in this City of Miramar Bid No. IFB-24-036, to perform the Work as specified or indicated in the Solicitation entitled: **City of Miramar- Pipeline Leak Replacement Services**

2. Bidder accepts all the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is Jason Chong, who can be reached at (954) 602-3192.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter 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):

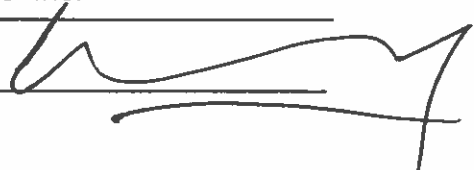
Number		Date	
	1		09-19-24
	2		09-24-24

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.

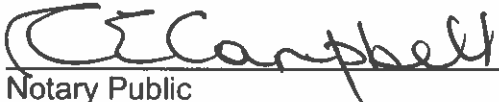
To all the foregoing and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the Bidding Schedule(s).

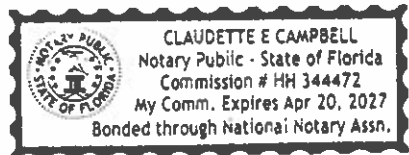
All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: 09/25/2024 BIDDER: Plumber Mikes Inc.
BY: Michael Cocking 
(Signature)
TITLE: PRESIDENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me or has produced N/A as identification.


Notary Public
State of Florida at Large
My Commission Expires: 04/20/2027



END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
1	09-19-24
2	09-24-24

BIDDER:

Plumber Mikes Inc.

(Company Name)

(Signature)

Michael Cocking DP

(Printed Name and Title)

END OF DOCUMENT

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

REVISED

BID FORM SUMMARY SHEET
City of Miramar- Pipeline Leak Replacement Services
IFB NO. 24-036
SCHEDULE OF BID PRICES

City of Miramar					
Utilities Department					
Water Pipe Repair and Replacement					
<p>The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.</p> <p>CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM</p>					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
Bid Package – Service Pipe Replacement					
<p>Proposed cost shall include mobilization, labor, supervision, equipment, tools, materials, overhead, and safety measures restoration of contractor damaged areas and site cleanup required to replace damaged concrete sidewalks in accordance with the provisions outlined in this IFB. The lump sum costs for each individual portion of the Work as set out herein shall be inclusive of all costs for each. Polypipe blue shall mean AWWA C901-17 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING.</p>					
1	Pipe Replacement (1" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1" diameter water service pipeline (polypipe blue) including all fittings from the corp stop on the watermain to the curb stop. Unit price must include restoration of pavement base materials which is flush to existing pavement.	LF	12,000	\$80	\$ 960,000
2	Pipe Replacement (1-1/2" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1-1/2" diameter water service pipeline (polypipe blue) including all fittings from the corp stop of the watermain to the curb stop. Unit price must include restoration of pavement base materials which is flush to existing pavement.	LF	500	\$ 90	\$ 45,000
3	Removal, disposal, furnish and install new 4-inch-thick concrete sidewalk.	SF	6,000	\$ 9.00	\$ 54,000
4	Removal, disposal, furnish and install new 6-inch-thick concrete sidewalk.	SF	2,000	\$ 11.00	\$ 22,000

5	Removal, furnish and install FDOT Type F curb and gutter	LF	1000	\$ 12.00	\$ 12,000
6	Removal, furnish and install valley curb and gutter (FDOT drop curb)	LF	1,000	\$ 12.00	\$ 12,000
7	Removal, furnish and install FDOT Type D curb	LF	300	\$ 12.00	\$ 3,600
8	Asphalt Pavement Restoration - Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course using not more than 25% by weight of total aggregates of reclaimed asphalt. This item also includes pavement preparation, maintenance of traffic preparation, routing, and setup.	SF	20,000	\$15.00	\$ 300,000
9	Sod/Swale Restoration - Furnish all materials, labor, and equipment to lay St. Augustine Floratam, including site preparation, and all other appurtenances.	SF	5,000	\$50.00	\$ 250,000
10	Minimum Charge - Sidewalk, Sidewalk with Curb and Gutter, and Asphalt Restoration. This item includes removal, disposal, concrete short-load fee, to furnish and install new 4-inch or 6-inch concrete sidewalk, 3,000 psi. This item shall ONLY be used when the total cost to replace sidewalks, sidewalk with curb and gutter (concrete pavement restoration) or asphalt pavement restoration are in multiple locations within 1,320 linear feet (quarter mile) will not exceed the Minimum Charge cost. If it exceeds minimum charge, unit item price shall be used.	LS	10	\$ 600	\$ 6,000
11	Hydro-Vactor Truck Services	HR	1	\$ 250	\$ 250
GRAND TOTAL BASE BID PRICE					\$1,664,850

Written One Million Six Hundred & Sixty-Four Thousand, Eight Hundred & Fifty Dollars

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

FIRM'S NAME: Plumber Mikes Inc.

CONTACT NAME: Michael Cocking

STREET ADDRESS: 2411 SW 58th Way

CITY, STATE, ZIP CODE: Hollywood FL, 33023

TELEPHONE NUMBER: (954) 630-9717 FAX NUMBER: (954) 894-7921

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 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- Pipeline Leaks Replacement Services IFB 24-036**

Contractor Company Name: Plumber Mikes Inc.

Contractor Acknowledgement Michael Cocking DP
Print Name/Title

[Handwritten Signature]
Signature

Date: 9/25/24

END OF DOCUMENT

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.

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

Note: Attach additional sheets if required.

END OF DOCUMENT

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 circled 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

1 INCH & 1 1/2 INCH POLY PIPE

A. BERGER PLUMBING SUPPLY

B. ROY DAVIS PLUMBING SUPPLY

BRASS FITTINGS

A. COZINE PLUMBING SUPPLY

B. WOOL WHOLESALE PLUMBING SUPPLY

A. _____

B. _____

END OF DOCUMENT



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- Pipeline Leak Repairs and Replacement Services

IFB No. 24-036

Contractor Company Name: Plumber Mikes

Contractor Acknowledgement Michael Cocking DP

Print Name/Title

Signature

Date: 09-25-24

END OF DOCUMENT

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 the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address: Plumber Mikes Inc.
2411 SW 58th Way, Hollywood, FL. 33023

(2) CONTRACTOR'S telephone number: 954-630-9717

(3) CONTRACTOR'S license: Primary classification: Plumber

State License No. and Expiration Date: CFC - 1428374 08-31-26

Supplemental classification held, if any: Plumber

Name of Licensee, if different from (1) above: Mathew Cocking

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

Name: Michael Cocking Date of Inspection: September 18, 2024

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: FSB AGENCY , INC

7971 Riviera Blvd. # 211 Miramar Fl. 33023. 954-589-1631

(6) **ATTACH TO THIS BID** the resume of the person who will be designated Chief Superintendent or on-site 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):

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
<u>1. Harbour Club Villa Condominium Ass.</u>	<u>\$700,000.00 (04-2024)</u>	<u>Justin Carlson, 1550 NE 105 St. Miami Shores Fl. (presidentofhc@gmail.com)</u>
<u>2. Pines Village</u>	<u>\$350,000.00 (08-2024)</u>	<u>Mike Czajkowski 3180 Failane Farms Rd. Suite #1 Wleington Fl. mike@foster-marine.net</u>
<u>3. North Miami Beach Corona Delmar Phase 2- Sewer Connctions</u>	<u>\$998,000 (ongoing)</u>	<u>Carlos Vindel ,17050 NE 19th Avenue, North Miami Beach. Carlos .Vindel@cityymb.com</u>
<u>4. Multiple Park Projects (Sewer & Water Lines Replacement)</u>	<u>\$50,000 (06-2024)</u>	<u>Lavelle Jenrette - City of West Park 1965 S. SR7, West Park fl. 33023 954-989-26888 - jenrette@cityofwestpark.org</u>

END OF DOCUMENT

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Broward)

KNOW ALL MEN BY THESE PRESENTS that we, Plumber Mike's, Inc.,
as principal, and American Contractors Indemnity Company, 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 Forty Eight Thousand and 00/100 Dollars (\$ 48,000.00), lawful
money of the United States, for the payment of which sum well and truly to be made for the City
of Miramar- we bind ourselves, our heirs, executors, administrators and successors jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has
submitted the accompanying Bid, dated September 26th, 2024.

For:
Pipeline Leak Repairs and Replacement 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 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 26th day of September, 2024, 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:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Secretary

Plumber Mike's, Inc.

(Corporate Principal) *

By: _____
Michael Cocking

President
(Title)

ATTEST:

Ashley Boone

Secretary Ashley Boone, Admin

*Impress Corporate Seal

American Contractors Indemnity Company

(Corporate Surety) *

By: Bradford J. Guiri
Bradford J. Guiri, Attorney-In-Fact

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



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemecek, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ***** Five Million and 00/100 ***** Dollars (**\$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of September, 2024.

Corporate Seals
Bond No. 1001134097-2
Agency No. 19903 - PDF POA




Kio Lo, Assistant Secretary



763-543-6993 Phone
763-512-0430 Fax

1710 N. Douglas Dr., Suite 110 ♦ Golden Valley, MN 55422

ccisurety.com
866-317-3294

BID BOND RESULT FORM

CONTRACTOR: Plumber Mike's, Inc.
2411 SW 58th Way
Hollywood, FL 33023

FAX:
PHONE:

BID DATE
AND TIME: 2024-09-26T19:00:00

OWNER: City of Miramar
2300 Civic Center Place
Miramar, FL 33025

PROJECT: Pipeline Leak Repairs and Replacement Services

BOND NUMBER: 1001134097-2

The Surety asks that bid results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning it via fax to 763-512-0430 or email to Jeremy Crawford at jcrawford@ccisurety.com – Thank You!

CONTRACTOR

BID AMOUNT

1st: _____

\$ _____

2nd: _____

\$ _____

3rd: _____

\$ _____

If you are not one of the three lowest bidders, your bid was

\$ _____

If you were low, or were low and negotiating, evaluation of bids and award of contract is expected by ___/___/___.



www.ccisurety.com

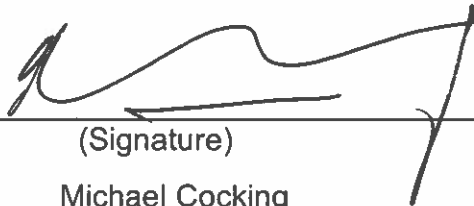
Surety Bonding (Standard and Specialty)

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Broward)

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

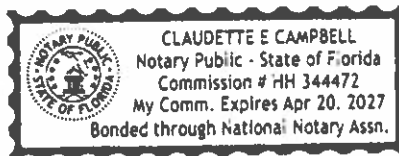
DATED: September 25, 2024

BY: 
(Signature)
NAME: Michael Cocking
(Print)
TITLE: DP

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me or has produced N/A as identification.


Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

END OF DOCUMENT

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: City Of Miramar
by Plumber Mikes Inc.
for Pipeline Leak Replacemen Services - IFB No. 24-036
whose business address is: 2411 SW 58th Way, Hollywood, FL. 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0832970

(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, because 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 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 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).


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 after 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 after 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 after 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: September 25, 2024

BY: 
(Signature)

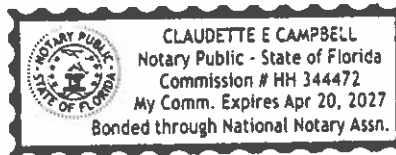
NAME: Michael Cocking
(Print)

TITLE: DP

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me or has produced N/A as identification.


Notary Public
State of Florida at Large



My commission expires: 04-20-2027

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: City of Miramar- Pipeline Leak Repairs and Replacement Services

Project Number: City Bid No. 24-036

Project Location: Silver Shores Community

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 were 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.

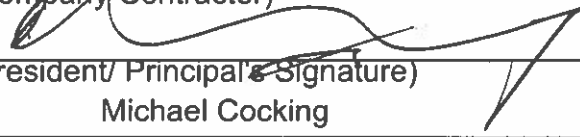
CERTIFICATION

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 more than five feet in depth for this Project.

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

Three Thousand		Dollars \$	3,000	
(Written)			(Figures)	

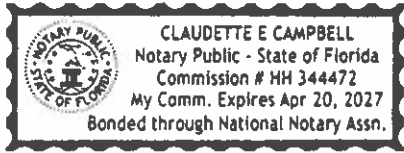
3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

Certified: Plumber Mikes Inc.
(Company Contractor)
By: 
(President/ Principal's Signature)
Michael Cocking
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me ___ or has produced N/A as identification.


Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Michael Cocking being first duly sworn, deposes and says that:

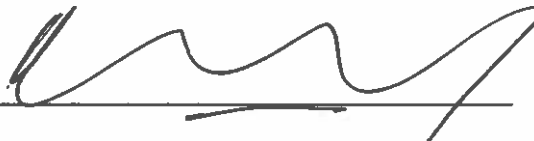
- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of Plumber Mikes Inc., the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such 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 delivered,
In the presence of:

Witness

Witness

By: 

Michael Cocking


(Print Name)

DP

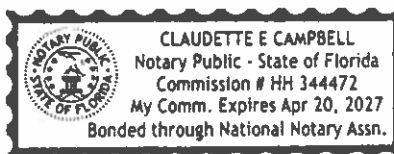
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me or has produced N/A as identification.



Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

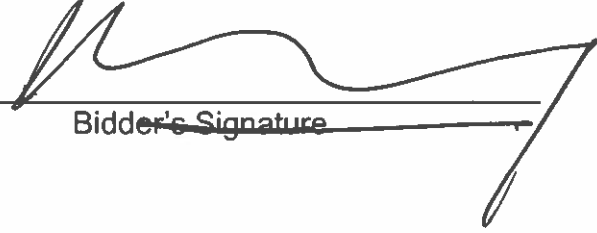
END OF DOCUMENT

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. 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.

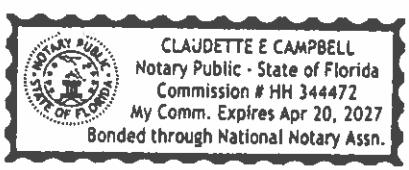

Bidder's Signature

September 25, 2024
Date

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me or has produced N/A as identification.


Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

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 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 Service delivery.

DATED: September 25, 2024

BY: 
(Signature)

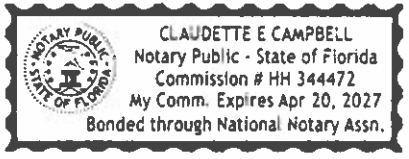
NAME: Michael Cocking
(Print)

TITLE: DP

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by Michael Cocking, who is personally known to me or has produced N/A as identification.


Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE
BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: Plumber Mikes Inc.

Address: 2411 SW 58th Way, Hollywood, FL. 33023

Email Address: Mike@plumbermikes.com

Phone No.: 954-630-9717

Contact Person: Michael Cocking

Type of Business (check the appropriate type):

- CONSTRUCTION / SITE ENGINEERING 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.
- 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.

- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES NO
Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).
A copy of FCBE Certification must be attached to this form.
Business is claiming local Business Preference YES NO
(Choose below as applicable)

- 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.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes. **Attach a copy of a current Miramar Business Tax Receipt to this form.**

-END OF DOCUMENT-

**FAILURE TO COMPLETE THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Plumber Mikes Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) 2411 SW 58th Way,	Requester's name and address (optional) City of Miramar
City, state, and ZIP code Hollywood, FL. 33023	2300 Civic Center Place
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For 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.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	5	0	8	3	2	9	7	0
---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

- 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 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
- I am 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 Here	Signature of U.S. person	Date	September 25, 2024
-----------	--------------------------	------	---------------------------

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:

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

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 items:

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

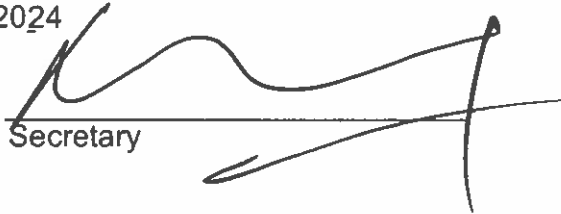
AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Corporation Plumber Mikes _____, hereinafter "the Corporation", existing under the laws of the State of Florida _____, held on January 27, 2024, the following resolution was passed and adopted: "BE IT RESOLVED THAT Michael Cocking _____ (name), as DP _____ (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 25 day of September 2024


Secretary

(SEAL)

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

NOT APPLICABLE

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Partners of the _____, hereinafter "the Partnership", a partnership existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"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 _____, 20____.

Partner

(SEAL)

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

NOT APPLICABLE

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the principals of the _____
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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael Cocking, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that Michael Cocking, who signed the Bond on behalf of the Principal, was then DP 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)

Plumber Mikes
(Name of Corporation)

- END OF DOCUMENT -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2024

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

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

PRODUCER		CONTACT NAME: Andrew Stenberg	
CMH Risk Partners LLC		PHONE (A/C, No, Ext): 813-400-2720	FAX (A/C, No): 813-440-2747
15131 Ogden Loop		E-MAIL ADDRESS: certificates@cmhriskpartners.com	
Odessa FL 33556		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide General Insurance Company	NAIC # 23760
		INSURER B: Technology Insurance Company	42376
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Plumber Mike's Inc			
2411 SW 58th Way			
West Park FL 33023			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACPCG013220690980	04/24/2024	04/24/2025	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2000000
	OTHER:						Identify Recovery \$ 25,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC4406044	04/24/2024	04/24/2025	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar 2200 Civic Center PL Miramar FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

State of Florida

Department of State

I certify from the records of this office that PLUMBER MIKE'S INC. is a corporation organized under the laws of the State of Florida, filed on May 1, 1998.

The document number of this corporation is P98000040307.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 27, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 2608039970CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COCKING, MATTHEW S

PLUMBER MIKE'S INC.

2411 SW 58TH WAY

HOLLYWOOD FL 33023

LICENSE NUMBER: CFC1428374

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/29/2024

Do not alter this document in any form.

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

CITY OF WEST PARK
LOCAL BUSINESS TAX RECEIPT

No: 304

FOR PERIOD OF OCT 1, 2024 THRU SEPT 30, 2025
(954)989-2688

Address: 2411 SW 58 WAY
WEST PARK, FL 33023
Activity: 850 CONTRACTORS - SPECIALTY - PLUMBER

Issued to: PLUMBER MIKE'S INC
MICHAEL COCKING
2411 SW 58 WAY
WEST PARK, FL 33023



LICENSE	105.00
PENALTY	
TRANSFER	
Total Paid	105.00
OCTOBER	0.00
NOVEMBER	0.00
DECEMBER	0.00
JANUARY	0.00

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW

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: PLUMBER MIKES INC

Receipt #: 182-238765
Business Type: (PLUMBING/LWN SPRNKL/CONTRACT

Owner Name: MATTHEW S COCKING (QUALIFIER)

Business Location: 2411 SW 58 WAY
HOLLYWOOD

Business Opened: 01/27/2011

State/County/Cert/Reg: CFCL428374
Exemption Code:

Rooms Seats Employees Machines Professionals

5

Number of Machines:		For Vending Business Only		Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
27.00	0.00	0.00	0.00	0.00	0.00
Receipt Fee		Packing/Processing/Canning Employees		Total Paid	
27.00		27.00		27.00	
		0.00			

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:

MATTHEW COCKING
2411 SW 58TH WAY
WEST PARK, FL 33023

Receipt #10B-23-00003352
Paid 08/05/2024 27.00

2024 - 2025

REFERENCE QUESTIONNAIRE

Reference for Contractor: Plumber Mikes Inc.
 Agency Giving Reference: Foster Marine Contractors Inc.
 Person Giving Reference: Michael Czajkowski
 Telephone: 516-718-3956
 E-Mail: mike@foster-marine.net
 Name of Project Completed by Contractor: Pines Village
 What was the Dollar value of the Project: \$350,000.00
 What was the Completion Date of the Project: 08/12/2024

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

Question	Rating				
	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		NO ✓		
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?	✓				
Was this awarded under a competitive process?	No				
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?					

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: Michael Czajkowski

Title: President

Print Name: Michael Czajkowski

Date: 09/18/24

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES WILL DEEM YOUR PROPOSAL "NON-RESPONSIV

REFERENCE QUESTIONNAIRE

Reference for Contractor: Plumber Mikes Inc.
 Agency Giving Reference: City Of West Park
 Person Giving Reference: Lavelle Jenrette
 Telephone: 954-989-2688
 E-Mail: ljenrette@cityofwestpark.org

Name of Project Completed by Contractor: Multiple Park Projects (Sewer & Water lines replacement)
 What was the Dollar value of the Project: \$50,000.00
 What was the Completion Date of the Project: June 2024

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

Question	Rating				
	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		NO ✓		
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?	✓				
Was this awarded under a competitive process?	Yes				
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?	✓				

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: Lavelle Jenrette

Title: Assistant to the City Manager

Print Name: Lavelle Jenrette

Date: 09/18/24

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES WILL DEEM YOUR PROPOSAL "NON-RESPONSIV

REFERENCE QUESTIONNAIRE

Reference for Contractor: Plumber Mikes Inc.
 Agency Giving Reference: Harbour Club Villa Condominium Association
 Person Giving Reference: Justin Carlson
 Telephone: 305-725-7448
 E-Mail: presidentofhcv@gmails.com
 Name of Project Completed by Contractor: Harbour Club Drain & Water Improvements
 What was the Dollar value of the Project: \$700,000.00
 What was the Completion Date of the Project: 04/11/2024

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

Question	Rating				
	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		NO ✓		
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?	✓				
Was this awarded under a competitive process?	NO				
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?	✓				

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: Justin Carlson Title: President

Print Name: Justin Carlson Date: 09/19/24

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES WILL DEEM YOUR PROPOSAL "NON-RESPONSIV

EXHIBIT "B" TO EXHIBIT

**PROJECT SCHEDULE
PLUMBER MIKES, INC
FOR
PIPELINE LEAK REPAIRS AND
REPLACEMENT SERVICES**

PROJECT SCHEDULE TO BE PROVIDED UPON
ISSUANCE OF NOTICE TO PROCEED



PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES
IFB No. 24-036
BID OPENING – SEPTEMBER 30TH, 2024.

PLEASE NOTE: THE APPARENT LOWEST BID ON THIS LIST IS SUBJECT TO REVIEW AND VERIFICATION OF DOCUMENTS

	COMPANY NAME	BASE BID AMOUNT	LOCAL/CBE/SBE / PREFERENCE	COMPETITIVE BID (AFTER APPLICATION OF PREFERENCE)
1	PLUMBER MIKES, INC	\$1,664,850.00	YES	\$1,581,607.50
2	CACIQUE UTILITIES	\$1,861,450.00	YES	\$1,768,377.50
3	STACK CONSTRUCTION, INC	\$1,967,900.00	NO	\$1,967,900.00
4	STOUT GROUP, LLC	\$4,220,500.00	NO	\$4,220,500.00
5	HINTERLAND GROUP, INC	\$17,162,975.00	NO	\$17,162,975.00
6	BAHLAI CONSTRUCTION, LLC	Non-Responsive		Non-Responsive

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Proposers with SBE/CBE Certification (5%) or Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.

JASON CHONG

Opened by: _____

CITY OF MIRAMAR

PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES

INVITATION FOR BIDS NO. 24-036



The City of Miramar Commission:

**Wayne M. Messam
Alexandra P. Davis
Winston F. Barnes
Maxwell B. Chambers
Yvette Colbourne**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**City Manager
Dr. Roy L. Virgin**

**City of Miramar
2300 Civic Center Place
Miramar, Florida 33025**

**DATE ISSUED: September 3rd, 2024.
DATE DUE: September 26th, 2024, at 2:00 P.M.**

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SECTION 100 – PUBLIC NOTICE INVITING BIDS

**CITY OF MIRAMAR
PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES
INVITATION FOR BIDS NO. 24-036**

ALL BIDS MUST BE SUBMITTED ON OR BEFORE **September 26th, 2024, AT 2:00 P.M.**

PLEASE SEE SECTION 100 FOR INSTRUCTIONS TO BIDDERS AND DETAILS ON HOW TO SUBMIT A FORMAL BID

WEBEX OPENING OF BIDS: Bids received in the abovementioned email will be opened and read virtually via **WebEx at 2:30 P.M. on September 26th, 2024**. WebEx instructions are as follows:

Meeting Information:

Join from the meeting link

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m748c18529fd5847337b11091aa92c838>

Join by meeting number

Meeting number (access code): 2307 128 9332

Meeting password: HHjm332eU8J

Tap to join from a mobile device (attendees only)

[+1-415-655-0001,,23071289332##](tel:+1-415-655-0001,,23071289332##) US Toll

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any Bidder(s) shall render their Bid Non-Responsive, and any award to Bidder(s) voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Attn. Jason Chong
(954) 602-3192
jdchong@miramarfl.gov

PROJECT ADMINISTRATION: All questions must be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025, by **email to jdchong@miramarfl.gov** no later than **September 19th, 2024, at 5:00 P.M.**

TERM OF CONTRACT: ONE YEAR WITH TWO OPTIONAL ONE YEAR RENEWAL PERIODS

The Contract(s) resulting from this Solicitation shall be for a period of one year commencing on the date on which the Contract has been signed by both parties, or, if provided, on the commencement date specified in the Contract, with two successive options to renew of one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Provider prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

SOLICITATION DOCUMENTS: The Contract Documents are entitled: CITY OF MIRAMAR – PIPELINE LEAK REPAIR AND REPLACEMENT SERVICES, Invitation for Bid No. 24-036. Copies of this Solicitation package may be obtained at no charge from DemandStar.com.

BID SECURITY: When applicable, bids shall be accompanied by a certified or cashier's check, or Bid Bond, in the amount of five percent of the Total Bid Price, payable to the City of Miramar, Florida, as a guarantee that the Bidder, upon acceptance, will promptly execute the Agreement and complete the Work in accordance with the Contract Documents and the Total Bid Price stated in its Bid submittal. Bids shall not be considered unless one of the previously stated forms of Bidder's security is enclosed with the Bid.

SOLICITATION TIMETABLE:

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB Advertised	September 5 th , 2024
Deadline for written questions	September 19 th , 2024, at 5:00 P.M.
Due Date and Time	September 19 th , 2024, at 2:00 P.M.
Opening of Bids via webex call	September 26 th , 2024, at 2:30 P.M.

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all Bids, to waive any informality in the Solicitation process, to award certain areas or all the Work to the lowest responsive, responsible Bidder and as deemed in the best interest of the City.

END - PUBLIC NOTICE INVITING BIDS

SCOPE OF SERVICES

DESCRIPTION OF WORK:

The City of Miramar is soliciting bids from qualified contractors to furnish all material, equipment, labor, and any incidentals to replace 1" and 1 ½ "service pipeline in the Silver Lakes Community in the City of Miramar.

The scope of services includes the following:

- Pipe Replacement (1" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1" diameter water service pipeline (polypipe blue) including all fittings from the watermain to the meter box. Unit price must include restoration of pavement base materials which is flushed to existing pavement.
- Pipe Replacement (1-1/2" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1-1/2" diameter water service pipeline (polypipe blue) including all fittings from the watermain to the meter box. Unit price must include restoration of pavement base materials which is flushed to existing pavement.
- Removal, disposal, furnish and install new 4-inch-thick concrete sidewalk.
- Removal, disposal, furnish and install new 6-inch-thick concrete sidewalk.
- Removal, furnish and install FDOT Type F curb and gutter.
- Removal, furnish and install valley curb and gutter (FDOT Drop Curb)
- Removal, furnish and install FDOT Type D curb.
- Asphalt Pavement Restoration - Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course using not more than 25% by weight of total aggregates of reclaimed asphalt. This item also includes pavement preparation, maintenance of traffic preparation, routing, and setup.
- Sod/Swale Restoration - Furnish all materials, labor, and equipment to lay St. Augustine Floratam, including site preparation, and all other appurtenances.
- Hydro Vactor Truck Rental.

The specific quantities are in the BID FORM SUMMARY SHEET on page 33-35

SECTION 100 - INSTRUCTIONS TO BIDDERS

IT IS SOLELY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO
THE CITY OF MIRAMAR, ON/OR BEFORE:

September 26th, 2024, AT 2:00 P.M.

INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS

BIDS MUST BE SUBMITTED BY USING ONE OF THE OPTIONS BELOW:

OPTION 1: Submit electronically via Demandstar e-bidding module at www.demandstar.com

Please note the following instructions when submitting bids via Demandstar:

1. All bids must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.

OR

OPTION 2: Delivered in person or mailed to the city.

Bidders must submit one (1) unbound one-sided original bid, neatly typed on one side only with normal margins and spacing and ___ bounded copies of the original bid by the due date and time specified in the solicitation. A USB must also be submitted with an electronic version of the complete bid.

Each Bid mailed or delivered in person to the City of Miramar (hereinafter the "City") must be submitted in a sealed envelope or container and must have the following information clearly marked on the face of the envelope or container:

- a) Bidder's name and return address.
- b) Telephone number
- b) Solicitation number
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Bid being deemed “Non-Responsive” if the City determines that the Bid resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

Bids must be mailed or delivered in person to the attention of the City Clerk’s Office as shown below:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Bids submitted at the same time for different Solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated above. Failure to comply with this requirement may result in any such incorrectly packaged Bids not being considered.

PLEASE NOTE THAT ONLY BIDS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF:

THURSDAY, SEPTEMBER 26th, 2024, AT 2:00 P.M. EST

WILL BE ACCEPTED. SUBMITTING A BID IS SOLELY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, THE POSTAL SERVICE, INTERNET OR TECHNICAL DIFFICULTIES OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME FOR RECEIPT OF BIDS STATED IN THE SOLICITATION DOCUMENTS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED.

THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.

TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

The bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to perform the required Services and/or provide the required Goods at the price stated by the Bidder.

SECTION 200 - GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in this Invitation for Bids, as attachment or related documents, including exhibits, the following terms shall have the meanings indicated:

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Application for Payment" shall mean the form furnished by the Engineer that is to be used by the Contractor to request progress or final payment and includes such supporting documentation as is required by the Contract Documents.

The term "Amendment" shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price, or Contract Time.

The term "Bid" shall mean any offer or bid submitted in response to this Invitation for Bids.

The term "Bidder" shall mean anyone submitting a Bid in response to this Invitation for Bids.

The term "Bonds" shall mean the Bid, performance, and payment bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "FCBE Firm" shall refer to a business that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity

The term "Change Order" shall mean a document which is signed by the Contractor and the City and authorizes an adjustment in the Work, Contract Price and/or Contract Time.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall mean the City of Miramar, Florida, or its City Commission, as applicable.

The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the chief administrative officer of the City as defined by City

Charter and/or Code of Ordinances.

The term “Claim” shall mean a demand, assertion, dispute, or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The term “Construction Change Directive” shall mean a written order prepared by the Engineer and signed by the City directing a change in the Work, the Contract Time and/or Contract Price.

The term “Consultant” shall mean the Architect or Engineer on record, or another Consultant engaged by the City.

The term “Contingency” shall mean a line-item amount contained in the Bid Form Summary for the Project and shall not constitute a definite line item of the total Project value, but solely determinative upon the City’s discretion.

The term “Contract Documents” shall mean the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), information required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings (if any), and all Addenda and Change Orders (if any).

The term “Contract” or “Agreement” shall mean any agreement, inclusive of all documents which may result from this Invitation for Bids. “Contract” shall refer to the enclosed contract, provided for illustrative purposes only, and subject to modification by the City.

The term “Contract Price” shall mean the original amount established in the Bid submittal and award by the City, as may be amended by Change Order (if any).

The term “Contract Time” shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order (if any).

The term “Contractor” shall mean the Successful Bidder with whom the City has entered the Contract.

The term “Day” shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term “Defective Work” shall mean Work that is unsatisfactory; faulty; deficient; does not conform to the requirements of the Contract Documents; does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term “Drawings” and/or “Plans” shall mean the official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the City or City’s Consultant and are referred to in the Contract Documents. Shop Drawings are not drawings.

The term “Due Date and Time” shall mean the due date and time listed in the Solicitation Timetable. The term “Effective Date of the Agreement” shall mean the date on which the Agreement becomes effective, as indicated in the Agreement. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The terms “Engineer”, “Architect” or “Architect/Engineer” shall mean the City’s engineer or architect.

The term “Field Order” shall mean a written order that orders minor changes in the Work but does not involve a change in the Contract Price or Contract Time.

The term “Final Completion” shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Contractor have been received by the City; and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term “Force Majeure” shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action such as hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal law, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Contractor decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends, and similar matters which normally impact the Work shall not be considered a Force Majeure.

The term “General Requirements” shall mean all requirements set forth in this Solicitation.

The term “Goods” shall mean all Materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The term “Inspector” shall mean an authorized representative of the Consultant, or the City assigned to make necessary inspections of Materials furnished by the Successful Bidder and of the Work performed by the Successful Bidder.

The terms “Invitation for Bids”, “IFB”, or “Solicitation” shall mean this Invitation for Bids, including any Exhibits and Attachments as approved by the City and amendments or Addenda issued by the Procurement Department.

The terms “Laws and Regulations”, or “Laws” or “Regulations” shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state, and local government entities and/or agencies.

The term “Local Business” shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements and is current

on all City taxes.

The term “Materials” shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term “Notice of Intent to Award” shall mean the written notice by the City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the terms and conditions stated within this Invitation for Bids, by the time specified, the City may enter a Contract with the Successful Bidder.

The term “Notice to Proceed” shall mean any written notice issued by the City to the Successful Bidder authorizing the Successful Bidder to proceed with the Work.

The term “Partial Utilization” shall mean placing a portion of the Work in service for the purpose for which it is intended prior to Substantial Completion.

The term “Procurement Department” shall mean the City of Miramar’s Procurement Department.

The terms “Provider” or “Successful Bidder” shall mean the Bidder receiving an award pursuant to this Invitation for Bids.

The term “Resident Project Representative” shall mean the authorized representative of the Engineer who is assigned to the site or any part thereof.

The term “Shop Drawings” shall mean the drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, standard schedules, performance charts, instructions, and diagrams to illustrate Material or equipment for some portion of the Work.

The terms “Specifications” or “Technical Specifications” shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The term “Subcontractor” shall mean any person, firm, entity, or organization, other than the employees of the Successful Bidder, who contract with the Successful Bidder to furnish labor and/or Materials to the City, whether directly or indirectly, on behalf of the Successful Bidder.

The term “Substantial Completion” shall mean the date when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents.

The term “Supplier” shall mean a manufacturer, fabricator, supplier, distributor, material man, or vendor.

The term “Surety” shall mean the surety company or individual which is bound by the performance and payment bond with and for the Successful Bidder who is primarily liable and which

surety company or individual is responsible for the Successful Bidder's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term "Underground Utilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs has caused the Contractor to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Workdays only. No time extension will be allowed for weekend rains.

The term "Workday" shall be as defined in Section 10-114 of the City Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms "Work", "Scope of Work", "Scope of Services", "Services", "Program", "Project", or "Engagement" shall mean all matters and things and includes all labor, Materials, equipment, and Services that are required to be provided by the Successful Bidder in accordance with this Solicitation.

2.02 AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained at www.DemandStar.com.

Bidders are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Bidder. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive addendums if their names are not included on the list of firms participating in the Solicitation process.

To request the Solicitation package from the City's Procurement Department, your request should include the following information: The Solicitation number and title, the name of the potential Bidder's contact person, the potential Bidder's name, complete mailing address, telephone number, and fax number.

2.03 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a “**Cone of Silence**,” as defined by City Code Section 2-421(e). From the time of advertising, until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City’s professional staff. This prohibition does not apply to oral communications at pre-bid conferences; oral presentations before selection committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission on matters not related to this Solicitation.

Any questions, explanations, or other requests by any Bidder regarding this Solicitation must be requested in writing to the City’s Procurement Department at the address noted below by the deadline shown in the solicitation timetable for all questions. In addition to other penalties, violation of these provisions may render a Bid “Non-Responsive” and an award to a Bidder “Voidable.”

The address, fax number and email for the Procurement Department is:

2200 Civic Center Place
Miramar, FL 33025
Fax: (954) 602-3491
Email: jdchong@miramarfl.gov

2.04 CONTENTS OF BID

- a) Solicitation Requirements.
 - 1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.
 - 2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.
- b) Bidder's examination of Solicitation Documents and site.

It is the responsibility of each Bidder before submitting a Bid to:

 - 1) Examine the Solicitation documents thoroughly.
 - 2) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work.
 - 3) Consider the Laws and Regulations that may affect cost, progress, or performance of the Work.

- 4) Study and carefully correlate the Bidder's observations with the Contract Documents; and
 - 5) Notify the City of all conflicts, errors, or discrepancies in the Contract Documents.
- c) Underground Utilities (if applicable).
- Information and data reflected in these Solicitation documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the City by the owners of such Underground Utilities or others. The City does not assume responsibility for the accuracy or completeness of this information or data.
- d) Bidders Examinations.
- Before submitting a Bid, each Bidder shall (or shall be deemed to), at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of this Solicitation.
- e) Access.
- Upon advance written request, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean and restore the site to its former condition upon completion of such explorations.
- f) Necessary Lands.
- The lands upon which the Work is to be performed, rights-of-way and easements for access (as applicable) and other lands designated for use by the Successful Bidder in performing the Work are identified in this Solicitation. All additional lands and access thereto required for any temporary construction facilities or storage of Materials and equipment are to be provided by the Successful Bidder. Easements for permanent structures or permanent changes in existing structures (as applicable) are to be obtained and paid for by the City unless otherwise provided in this Solicitation.
- g) Representations by the Bidder.
- The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Solicitation, and that without exception the Bid is premised upon performing the Work required by

this Solicitation and such means, methods, techniques, sequences, or procedures as may be indicated in or required by these Solicitation documents, and that the Solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

h) Requests for Additional Information and Amendments.

- 1) Requests for additional information, explanation, clarification, or interpretation must be made in writing to the Procurement Department at the address identified above. Requests must be received by the Procurement Department by the deadline for written questions stated in the Solicitation Timetable. Any requests received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number, fax number and e-mail address.
- 2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Bidder shall not rely on any representation, statement, or explanation other than those made in this Solicitation or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.
- 3) It is the Bidder's responsibility to ensure receipt of all addendums and substitute Bid forms. Further, it is the Bidder's responsibility to verify with the Procurement Department, and/or by DemandStar.com before submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled "**ADDENDA ACKNOWLEDGEMENT FORM**" with their Bids.

i) Conflicts in this Solicitation.

Where there appears to be a conflict in the Scope of the Work or other detail, the conflict shall be resolved by the latest dated document issued by the City taking precedence. Additionally, to the extent the following is applicable the order of precedence shall be as follows:

1. Change Orders (if any).
2. Agreement.
3. Addenda.
4. Contractor's Bid.
5. Solicitation, general provisions.
6. General Conditions.
7. Technical Specifications.
8. Referenced Standard Specifications; and
9. Drawings.

j) Prices Contained in this Solicitation.

- 1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt

payments; however, such discounts will not be considered in determining the lowest price for Bid tabulation purposes.

- 2) If the Bidder fails to provide a discount for prompt payment, it is understood and agreed that the payment terms will be NET 30 DAYS, effective after receipt by the City of an approved Application for Payment, invoice, or final acceptance, whichever is later.

2.05 PREPARATION AND SUBMISSION OF BID

a) Preparation and Submission.

- 1) The Bid forms shall be used when submitting a Bid. Use of any other forms shall result in the Bid being deemed "Non-Responsive."
- 2) The Bid will either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and the authorized agent shall initial, in ink, all corrections made by the Bidder. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.
- 3) For a unit price Bid, where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 4) The Bidder shall not charge tax to the City, as the City is exempt from all state, excise, federal and local sales tax. Any taxes on Materials and/or supplies which are purchased by the Bidder are the responsibility of the Bidder. Taxes must be incorporated in the Bid price, not as a separate item. Notwithstanding the foregoing, the City may be subject to applicable taxes on Goods purchased for the purpose of resale. Upon request, the City will provide a tax exemption certificate, if applicable.
- 5) Any telegraphic or facsimile Bid received shall **not** be considered.
- 6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.
- 7) Silence of Specifications regarding any details, or omission from Specifications of a detail shall be regarded as meaning that only the best commercial practices are to prevail, and that only Materials and workmanship of first quality are to be used. All interpretations of Specifications shall be made upon this basis.

b) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture, or other legal entity submitting a Bid or assisting in the performance of Work that has an officer,

director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

c) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, “[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

All Bidders shall submit a signed and notarized statement with their Bids on the form entitled “**PUBLIC ENTITY CRIMES.**”

d) Preference for CBE, SBE or FCBE Firms and Local Bidders.

When applicable, the City encourages CBE/SBE/FCBE firms to compete for City contracts and encourages non-CBE/SBE/FCBE firms and other minority vendors to use CBE/SBE/FCBE firms as subcontractors. The City, its vendors, Suppliers, and Contractor should take all necessary and reasonable steps to ensure that CBE/SBE/FCBE businesses can compete for and perform Contract work for the City in a nondiscriminatory environment.

To request certification or to locate a listing of certified CBE/SBE/FCBE firms, access the Broward County CBE/SBE website on the Internet at: <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>

To request a current listing of local Miramar businesses, please contact the City’s Procurement Department at (954) 602-3053.

- 1) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE/SBE or FCBE Firm who is the Prime contractor. Such preference shall apply to Bids or proposals for commodities, Services, and construction.
- 2) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business, who is the Prime contractor. Such preference

shall apply to Bids or proposals for commodities, Services, and construction.

3) A vendor, who is the Prime contractor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if the greater of any one of the following is satisfied: 1) it employs a minimum of 10 full-time equivalent (“FTE”) Miramar residents in the company’s local workforce; or 2) Miramar residents constitute a minimum of 20 percent of the company’s local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities and services.

4) CBE / SBE / FCBE Participation Plan.

This Project will carry a minimum goal requirement of 10% of the Services to be performed by a CBE/SBE/FCBE firm or a local vendor. Successful Bidder will make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subcontractor list showing anticipated Approved Vendors.

e) Drug-free Workplace Preference.

All public Bids are subject to the City’s “Preference to Businesses with Drug-free Workplace Program” as defined in Section 2-456 of the City’s Code, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled “**DRUG FREE WORKPLACE AFFIDAVIT.**”

f) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized Bid Form entitled “**ANTI-KICKBACK AFFIDAVIT.**”

g) Antitrust Laws.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with all antitrust Laws of the United States and the State of Florida to protect the public from restraint of trade, which illegally increases prices.

h) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time during the Solicitation process.

i) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities, or delivery of Services. Bidders shall also 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 race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled **“NON-DISCRIMINATION AFFIDAVIT.”**

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey before being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled **“BUSINESS/VENDOR PROFILE SURVEY.”**

l) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the 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 collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid form entitled **“NON-COLLUSIVE AFFIDAVIT.”**

m) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled **“REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.”**

n) Florida Trench Safety Act.

All Bidders shall submit the duly signed and notarized Bid form entitled:
“**TRENCH SAFETY ACT COMPLIANCE STATEMENT.**”

2.06 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall set forth the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Due Date and Time for Bids.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by a notarized written communication from an authorized agent or principal of the Bidder delivered to the Office of the City Clerk **prior** to the Due Date and Time for submission of Bids.

2.07 LATE BIDS AND REQUESTS FOR WITHDRAWALS AFTER BID OPENING

Bids will **not** be accepted by the City Clerk after the Due Date and Time for Bids. Requests received for withdrawals of Bids after the Due Date and Time for Bids, but prior to the expiration of 180 calendar Days after the Due Date and Time for Bids, shall **not** be considered.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject all, or parts of any and all Bids, re-advertise this Solicitation, postpone, or cancel at any time this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received.

2.09 COSTS OF BIDS

All expenses involved with the preparation and submission of Bids to the City shall be borne by the Bidder. **No** payment shall be made for any responses received, or effort made by the Bidder relative to providing the Bid.

2.10 ORAL PRESENTATIONS

Not applicable to this Solicitation.

2.11 BID SECURITY, BONDS, AND INSURANCE

When applicable, each Bid shall be accompanied by a certified or cashier's check, or

approved Bid Bond, in the amount stated in this Solicitation. The check or Bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter a Contract with the City, and will furnish the necessary insurance certificates and Bonds described in the General Requirements. In case of refusal or failure to enter the Contract, the check or Bid Bond shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form in this Solicitation. Within 30 Days after execution of the Contract, the City will return the Bid securities accompanying the Bids that are not awarded the Contract.

2.12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the "Public Records Law." Any person wishing to view the Bids must make an appointment with the City's Clerk.

All Bids submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder. Bidders, when submitting their Bids, must clearly notify the City of any proprietary information within their Bid.

2.13 EVALUATION OF A BID

a) Rejection of Bid.

- 1) The City may reject any Bid and award to the next lowest responsive, responsible Bidder whose Bid is in the best interest of the City; or the City may award any portion of a Bid or the City may reject and re-advertise for all or any part of this Solicitation whenever it is in the best interest of the City to do so. The City shall be the sole judge of what is in its "best interest."
- 2) The City may reject any Bid if prices are not reasonable, or if they exceed the City's budget for the Project, as determined by the City.
- 3) The City may reject any part of this Solicitation or award any part, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

b) Elimination from Consideration.

No Contract shall be awarded to any person who, or any firm which, is in default to the City because of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this

Solicitation.

d) Demonstration of Competency.

- 1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance with enough financial resources, skills, equipment, and organization to ensure that they can satisfactorily provide the Work if awarded this Solicitation.
- 2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder has the capabilities required and can perform the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the City and any other governmental or private entity in making the award of any Contract.
- 3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, Supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, whether financial or otherwise, pertaining to and resulting from any Contract award.
- 5) In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information as to whether the Bidder can perform the Contract within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Bidder with Laws and ordinances relating to any other contract; the Bidder's record with environmental regulations; and the claims and litigation history of the Bidder.

2.14 AWARD OF AN AGREEMENT

a) AGREEMENT.

This solicitation contains the form of "AGREEMENT" to be entered into between the City and the Successful Bidder, who will be the lowest responsible, responsive Bidder that satisfies the minimum qualifications of this Solicitation and whose Bid is in the best interest of the City. After award, a Contract like the Agreement in this Solicitation, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Bidder pursuant to this

Solicitation until the Agreement has been executed by both parties thereto. A written Notice to Proceed issued to the Successful Bidder by the City is the sole document authorizing the commencement of activities under the Agreement.

b) Voluntary Reduction in Price.

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

c) Additional Information.

The award of an Agreement, or forfeiture of an award, may be conditioned on the timely submission of additional documents. The apparent Successful Bidder shall be deemed "non-Responsive" if such documents are not submitted in a timely manner and in the form required or request by the City. Where the apparent Successful Bidder is deemed "non-Responsive" because of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "non-Responsive" and shall forfeit its Bid Bond to the City.

d) Independent Contractor.

The Successful Bidder shall be a Contractor operating independently from the City. All employees and Contractors of the Successful Bidder shall be, always, employees or Contractors of the Successful Bidder and not an employee, Contractor, or agent of the City. Nor shall employees and Contractors of the Successful Bidder enjoy any privity of Contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and Contractors. The city may require the Successful Bidder to remove any employee or Contractor that the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of Services to the City is not in the best interest of the City. Failure of the Successful Bidder to comply with the City's request will be enough cause for the Successful Bidder to be declared in breach of the Contract.

e) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 90 calendar Days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Bidder in writing of such extensions. Additional extensions beyond the first 90 Day extension may occur if the city and the Successful Bidder are in mutual agreement of such extensions.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder's guidance and to assist the city in evaluation purposes only. No guarantee is expressed or implied as to quantities or dollars that will be used or ordered during the term of any Contract. The City is not obligated to place any order for a given amount during the term of any Contract.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract award does not provide exclusive rights to the Successful Bidder to receive all orders that may be generated by the City in connection with the types of Goods and/or Services requested herein.

h) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of the agreement, and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms, and conditions as set forth in the agreement.

2.15 RIGHT OF APPEAL

a) A Notice of Intent to Award for the Project is posted by the City on DemandStar.com, the City Clerk's Notice Board, and on the City's website, www.miramarfl.gov/cityclerk/sunshine. Any actual or prospective Bidder who is aggrieved in connection with the pending award of the Project or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within five Days after posting of the Intent to Award or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest containing the above information in full, including the deposit described below, is received by the City's Chief Procurement Officer.

b) The city requires a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check and shall be the greater

of one percent of the amount of the pending award or \$5,000.00.

2.16 BIDDER/CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all Laws and Regulations applicable to the Goods and/or Services required or sought by this Solicitation. The Bidder is presumed to be familiar with all federal, state, and local Laws, ordinances, codes, and Regulations that may in any way affect the Goods and/or Services offered or required.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Plans or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

2.17 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

a.) All Contracts with the City for purchase of supplies, Materials, or Services, including professional Services involving the expenditure of \$25,000.00 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors who will perform any part of the Contract Work and all Suppliers who will supply Materials for the Work directly to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute Subcontractors or Suppliers from those listed in the Bid except upon written approval of the City.

b.) All Bidders shall submit the completed Bid form entitled "**INFORMATION REQUIRED OF BIDDER LIST OF SUBCONTRACTORS**" with their Bid. Failure to comply with this requirement shall render the Bid "Non-Responsive."

2.18 CONTRACTOR MINIMUM QUALIFICATIONS

The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:

1. At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be fully qualified and licensed to perform the Scope of Work described herein. Proof of licensure is required at the time of Bid submittal.
2. The Successful Bidder shall have a minimum of five (5) consecutive years' experience in Pipeline leak Replacements and show completion of three (3) projects of similar size and scope, including **all licenses and/or certifications, references' current mailing addresses, telephone**

numbers and email addresses. Failure to provide ALL of the above requested information, along with verifiable references WILL deem the Bid “Non-Responsive.”

2.19 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation and shall not be taken by a Bidder. Taking exceptions in the Bid may render the Bid “Non-Responsive.”

2.20 PERFORMANCE EVALUATION

The Successful Bidder’s work will be evaluated at the completion of this Project by the City’s Project Manager for this Project.

2.21 PURCHASING CARD (P-CARD)

The City of Miramar has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps to accept credit card payments by the city prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City’s exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City’s P-Card.

2.22 OTHER AGENCIES (PIGGYBACK CLAUSE)

When applicable the Successful Proposer(s) from this IFB may permit any other municipality or government agency to contract with the Bidder under the same prices, terms, and conditions of the Agreement entered with the City. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

2.23 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may visit the following website: <https://www.miramarfl.gov/189/Vendor-Registration>.

2.24 TERM OF CONTRACT: ONE YEAR WITH TWO OPTIONAL ONE YEAR RENEWAL PERIODS

The Contract(s) resulting from this Solicitation shall be for a period of one year, commencing on the date on which the Contract has been signed by both parties, or, if provided, on the commencement date specified in the Contract, with two successive options to renew for one year. Renewal after the initial term may be exercised upon the same terms and

conditions, or per changes mutually agreed to, at the sole discretion of the City, and must be evidenced in writing as a modification to the Contract executed and signed by the City and Successful Bidder prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his designee is authorized to extend, for operational purposes only, for a maximum of 180 days any Contract entered by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

END OF SECTION

SECTION 300 - BID FORMS
PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES
IFB NO. 24-036

BIDDER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: _____	Title: _____
EMAIL ADDRESS OF CONTACT PERSON:	
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
EMAIL: _____	
BIDDER'S ORGANIZATION STRUCTURE:	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
BIDDER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

END OF DOCUMENT

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 a Contract with the City in the form included in this City of Miramar Bid No. IFB-24-036, to perform the Work as specified or indicated in the Solicitation entitled: **City of Miramar- Pipeline Leak Replacement Services**

2. Bidder accepts all the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is Jason Chong, who can be reached at (954) 602-3192.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter 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	Date
_____	_____
_____	_____
_____	_____
_____	_____

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.

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 Bidding Schedule(s).

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

DATED: _____ BIDDER: _____

BY: _____
(Signature)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires: _____

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

END OF DOCUMENT

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

BID FORM SUMMARY SHEET
City of Miramar- Pipeline Leak Replacement Services
IFB NO. 24-036
SCHEDULE OF BID PRICES

City of Miramar					
Utilities Department					
Water Pipe Repair and Replacement					

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
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Bid Package – Service Pipe Replacement

Proposed cost shall include mobilization, labor, supervision, equipment, tools, materials, overhead, and safety measures restoration of contractor damaged areas and site cleanup required to replace damaged concrete sidewalks in accordance with the provisions outlined in this IFB. The lump sum costs for each individual portion of the Work as set out herein shall be inclusive of all costs for each. Polypipe blue shall mean AWWA C901-17 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING.

1	Pipe Replacement (1" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1" diameter water service pipeline (polypipe blue) including all fittings from the corp stop on the watermain to the curb stop. Unit price must include restoration of pavement base materials which is flush to existing pavement.	LF	8,500	\$	\$
2	Pipe Replacement (1-1/2" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1-1/2" diameter water service pipeline (polypipe blue) including all fittings from the corp stop of the watermain to the curb stop. Unit price must include restoration of pavement base materials which is flush to existing pavement.	LF	500	\$	\$
3	Removal, disposal, furnish and install new 4-inch-thick concrete sidewalk.	SF	6,000	\$	\$
4	Removal, disposal, furnish and install new 6-inch-thick concrete sidewalk.	SF	2,000	\$	\$
5	Removal, furnish and install FDOT Type F curb and gutter	LF	1000	\$	\$

6	Removal, furnish and install valley curb and gutter (FDOT drop curb)	LF	1,000	\$	\$
7	Removal, furnish and install FDOT Type D curb	LF	300	\$	\$
8	Asphalt Pavement Restoration - Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course using not more than 25% by weight of total aggregates of reclaimed asphalt. This item also includes pavement preparation, maintenance of traffic preparation, routing, and setup.	SF	20,000	\$	\$
9	Sod/Swale Restoration - Furnish all materials, labor, and equipment to lay St. Augustine Floratam, including site preparation, and all other appurtenances.	SF	5,000	\$	\$
10	Minimum Charge - Sidewalk, Sidewalk with Curb and Gutter, and Asphalt Restoration. This item includes removal, disposal, concrete short-load fee, to furnish and install new 4-inch or 6-inch concrete sidewalk, 3,000 psi. This item shall ONLY be used when the total cost to replace sidewalks, sidewalk with curb and gutter (concrete pavement restoration) or asphalt pavement restoration are in multiple locations within 1,320 linear feet (quarter mile) will not exceed the Minimum Charge cost. If it exceeds minimum charge, unit item price shall be used.	LS	10	\$	\$
11	Hydro-Vactor Truck Services	HR	1	\$	\$
GRAND TOTAL BASE BID PRICE					\$

Written _____

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

FIRM'S NAME: _____

CONTACT NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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 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- Pipeline Leaks Replacement Services IFB 24-036**

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date: _____

END OF DOCUMENT

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.

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

Note: Attach additional sheets if required.

END OF DOCUMENT

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 circled 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

A. _____

B. _____

A. _____

B. _____

A. _____

B. _____

END OF DOCUMENT

"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)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
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 one "or equal" Supplier may be proposed per equipment or Material Item. If 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.

END OF DOCUMENT



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- Pipeline Leak Repairs and Replacement Services

IFB No. 24-036

Contractor Company Name: _____

Contractor Acknowledgement _____

Print Name/Title

Signature

Date: _____

END OF DOCUMENT

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 the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

(2) CONTRACTOR'S telephone number: _____

(3) CONTRACTOR'S license: Primary classification: _____

State License No. and Expiration Date: _____

Supplemental classification held, if any: _____

Name of Licensee, if different from (1) above: _____

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

Name: _____ Date of Inspection: _____

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: _____

(6) **ATTACH TO THIS BID** the resume of the person who will be designated Chief Superintendent or on-site 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):

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

END OF DOCUMENT

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ day of _____, 20____, 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:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal) *

By: _____

(Title)

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

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
 COUNTY OF _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

DATED: _____ BY: _____
 (Signature)
 NAME: _____
 (Print)
 TITLE: _____

STATE OF FLORIDA)
) ss:
 COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20___, by _____, who is personally known to me ___ or has produced _____ as identification.

 Notary Public
 State of Florida at Large
 My Commission Expires: _____

END OF DOCUMENT

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: _____

by _____

for _____

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(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, because 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 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 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).

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 after 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 after 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 after 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: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me _____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My commission expires: _____

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: City of Miramar- Pipeline Leak Repairs and Replacement Services

Project Number: City Bid No. 24-036

Project Location: Silver Shores Community

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 were 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 more than five feet in depth for this Project.

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

_____ Dollars \$ _____
(Written) (Figures)

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

Certified: _____
(Company Contractor)

By: _____
(President/ Principal's Signature)

(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, by _____, who is personally known to me _____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires: _____

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of _____, 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 delivered,
In the presence of:

Witness

By: _____

Witness

(Print Name)

(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires; _____

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. 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

Date

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires: _____

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 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 Service delivery.

DATED: _____ BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires: _____

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE
BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: _____

Address: _____

Email Address: _____

Phone No.: _____

Contact Person: _____

Type of Business (check the appropriate type):

- CONSTRUCTION / SITE ENGINEERING 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.
- 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.

- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES ___ NO ___
Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).
A copy of FCBE Certification must be attached to this form.
Business is claiming local Business Preference YES ___ NO ___
(Choose below as applicable)

- 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.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes. **Attach a copy of a current Miramar Business Tax Receipt to this form.**

-END OF DOCUMENT-

**FAILURE TO COMPLETE THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Miramar
	City, state, and ZIP code	2300 Civic Center Place
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For 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.

Social security number								
or								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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
2. 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 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. I am 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 Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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 items:

1. 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)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20____, the following resolution was passed and adopted: "BE IT RESOLVED THAT _____(name), as _____ (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 ____ day of _____ 20_.

Secretary

(SEAL)

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Partners of the _____, hereinafter "the Partnership", a partnership existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"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 _____, 20____.

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 _____
_____ 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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Oblige, hereinafter called "City", in the amount of _____ Dollars (\$_____) 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 a Contract, Bid No. IFB No. 24-036), awarded the ___ day of _____, 2024, with the City of Miramar for Pipeline Leak Repairs and Replacement 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 _____ within ___ 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 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 _____ day of _____, 20____.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY

By: Agent and Attorney-In-Fact

Address: _____
(Street)

(City/State/Zip Code)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by
_____, who is personally known to me ___ or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:_____

END OF DOCUMENT

PAYMENT BOND (Not Applicable)

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Oblige, hereinafter called "City," in the amount of _____ Dollars (\$_____) 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 a Contract regarding City IFB Bid No: 24-036, awarded the ____ day of _____, 20__ for the City of Miramar – Pipeline Leak Replacement 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 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 _____ day of _____, 20__.

WITNESS:

(Name of Corporation)

(CORPORATE SEAL)

Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

Secretary

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No: (_____) _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__, by
_____, who is personally known to me ____ or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires: _____

END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ 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)

(Name of Corporation)

- END OF DOCUMENT-

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ TO: _____

Project No.:

Project Name:

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: \$ _____
2. Net change by Change Order(s): \$ _____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): \$ _____
4. TOTAL COMPLETED AND STORED TO DATE: \$ _____
5. RETAINAGE:
 - a. ___% of Completed Work \$ _____
 - b. ___% of Stored material \$ _____
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$ _____

NOTES: THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:

- THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- THE AFFIDAVIT FOR PAYMENT FORM.
- UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST
- ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- LIST OF SUB-CONTRACTORS(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE NUMBER OF MONIES OWED EACH SUB-CONTRACTOR.
- CURRENT UPDATED PROJECT SCHEDULE.
- CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20____, between the **City of Miramar** (hereinafter the "CITY") and _____ (hereinafter the "Contractor").

I further certify that all just and lawful bills against Contractor and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the Contractor in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the Contractor the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR: _____

STATE OF _____)
) ss:
 COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____, by _____, who is personally known to me ____ or has produced _____ as identification.

 Notary Public
 State of Florida at Large

My commission expires: _____

(The Contractor shall execute this certificate and attach it to each Application for Payment)

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims, and other charges incurred by:

_____ in connection with the construction of _____

_____ have been paid in full.

Signed _____

By _____

WITNESSES:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires: _____

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

CHANGE ORDER NO.: _____

Resolution No. _____

Contract No.: _____

Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes No

Budget Number: _____

Descriptions of changes, reason therefore, and cost and/or time change for each:

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____ (This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

Total Change in Amount: Increase: \$_____ Decrease: \$_____ No Change:

Total Change in Contract Period: Add: _____ Deduct: _____ No Change:
Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By:

Title

Date

Recommended By:

Junior Francis, Project Manager

Date

Recommended By:

Domond Francois, Director of Utilities

Date

Accepted By:

Contractor Name

Title

Date

Approved By:

Alicia Ayum
Director of Procurement Department

Date

Approved By:

Kelvin Baker
Deputy City Manager

Date

Approved By:

Dr. Roy Virgin
City Manager

Date

END OF DOCUMENT

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____

Engineer's Project No.: _____

CITY OF MIRAMAR

Pipeline Leak Repairs and Replacement Services

IFB NO. 24-036

CONTRACTOR _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____ ***The City of Miramar*** _____

City

And To: _____

Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of City, Contractor and Engineer, and that Work is declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all- inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within 30 Workdays of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees, and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities, and insurance shall be as follows:

RESPONSIBILITIES:

CITY: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

Engineer of Record Name

Signature _____

By _____

Executed by the City on _____, 20__.

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

Contractor Name

Signature _____

By _____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of

(\$ _____) paid to _____
by _____,

receipt of which is hereby acknowledged, do(es) hereby release and quit claim to the City of Miramar, Florida, its successors or assigns, all liens lien rights claims, or demands of any kind whatsoever which:

now has (have) or might have against the property, and/or improvements, on account of labor performed, Material furnished, and/or for any incidental expense for:

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set
_____ hand and seal this ___ day of _____, 20_____.

Witness:

(Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, by
_____, who is personally known to me ___ or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:

END OF DOCUMENT

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No. _____ for Payment dated _____, 20____, passes to the City at the time of payment free and clear of all liens.

Signed,

(Name of Contractor)

(Signature)

(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, by _____, who is personally known to me _____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

END OF DOCUMENT

INSURANCE REQUIREMENTS

Bidder shall agree that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and hold the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence, property damage \$1,000,000 each occurrence or combined single limit of \$1,000,000 each occurrence; personal and advertising injury \$1,000,000; Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence; products and completed operations policy aggregate \$1,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident (if applicable).
3. Employer's Liability/Worker's Compensation: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease and \$1,000,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following three insurance endorsements:

1. AUTOMOBILE – The City must be included as an additional insured by policy endorsement under Automobile Liability policy (if applicable).

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy with respect to liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder shall agree to waive all rights of subrogation against the City by policy endorsement under Commercial General Liability policy for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased, or used by the Bidder or the Bidder's employees, agents, or Subcontractors; and

b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder shall further agree to hold harmless and indemnify the City for any loss or expense incurred because of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

The Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve insurance policies 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. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All 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.

END OF DOCUMENT

SAMPLE AGREEMENT

(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

FOR THE PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES IN MIRAMAR, FLORIDA

THIS AGREEMENT (the “Agreement”) is entered into and dated _____, 2023, 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 (the “Contractor”), a Florida corporation whose address is .

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation for Bids No. 24-036 (the “IFB”), entitled “Pipeline Leak Repairs and Replacement Services” (the “Work” or “Services”), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; 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 **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**

The Work includes but is not limited to providing all labor, materials, machinery, tools, and equipment as necessary for the Pipeline Leak Replacement Services and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 3 **CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 366 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 456 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4 **CONTRACTOR AND CITY'S RELATIONSHIP**

4.1 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 Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

- 4.2** 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 like 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.

4.3 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 5

TERM

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall run for one year, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 10 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 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$250 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$250 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor _____\$(_____) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer.
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees, or agents.
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific

consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents.
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions.
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents.
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor

was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
DEFAULT

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule attached as, Exhibit "B".
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver.
- e. Contractor has failed to obtain the approval of City where required by this Agreement.
- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor

15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount expended by City, including procurement and administrative costs.

11.4 City may take advantage of every remedy specifically existing at law or in equity. Every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 12 **DELIVERY OF MATERIALS**

12.1 Upon receipt of notice of termination under Articles 8 or 9 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13 **CONTRACT DOCUMENTS**

13.1 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.

13.2 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 14 **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 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall always be exercised 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 16 **AUDIT AND INSPECTION RIGHTS**

16.1 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.

16.2 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.

16.3 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 17 **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 18 **PUBLIC RECORDS**

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

18.1.1 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 to perform the service.

18.1.2 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.

18.1.3 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.

- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or 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 all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 18.1.5** 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.
- 18.1.6 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, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- 18.1.7** Ownership of Documents: Unless otherwise provided by law, 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 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes, and ordinance as they may be amended from time to time.

19.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

19.3 The knowing employment by Contractor or its Subcontractors or

Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 20

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) 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 21

INSURANCE

21.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than “A” as a management, and no less than “Class VII” as to financial strength, by the latest edition of Best’s Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor’s liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor’s liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of 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 22
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 23
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
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 25 **COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether 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 26 **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 27 **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 28 **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 29 **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: _____

Telephone: _____
Fax: _____
Email: _____

TO CITY OF MIRAMAR:

ATTN: Dr. Roy Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3080
Fax: (954) 602-3672
Email: rvirgin@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: miramarcityattorney@apnwplaw.com

ARTICLE 30
CITY'S OWN FORCES

30.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

30.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all

Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 31
LIMITATION OF LIABILITY

31.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

31.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount more than the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

31.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 32
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 33
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City

against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 34

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 35

SEVERABILITY

35.1 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.

35.2 City and Contractor each bind 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 36

SCRUTINIZED COMPANIES

36.1 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.

36.2 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.

36.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 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.

ARTICLE 37 **OWNERSHIP OF DOCUMENTS**

37.1 All original construction Drawings and Specifications produced by Contractor under this Agreement shall remain the property, and shall remain in the custody and possession, of Contractor, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Contractors) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Contractor's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing, or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody, and control of Contractor. Contractor's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Contractor's Work, and agrees to sign all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to

reuse same for any purpose without City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor shall retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

37.2 When the City requests that the Contractor provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Contractor will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

ARTICLE 38 **CONFLICT-OF-INTEREST**

38.1 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.

38.2 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 39
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 40
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 41
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 42
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: _____

By: _____

City Manager
Dr. Roy Virgin

This ____ day of _____, 2023.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal

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.

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 _____ (insert name of facility), ("Project Premises") with the property address of _____, for inspection in relation to _____ (insert RFP, RFQ, IFB, or Project # and title), 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.

REFERENCE QUESTIONNAIRE

Reference for Contractor: _____
 Agency Giving Reference: _____
 Person Giving Reference: _____
 Telephone: _____
 E-Mail: _____

Name of Project Completed by Contractor: _____
 What was the Dollar value of the Project: _____
 What was the Completion Date of the Project: _____

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

Question	Rating				
	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		NO		
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?					
Was this awarded under a competitive process?					
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?					

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: _____ Title: _____

Print Name: _____ Date: _____

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES WILL DEEM YOUR PROPOSAL "NON-RESPONSIV