

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

Meeting Date: March 18, 2026

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

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

Temp. Reso. Number: 8633

Item Description: TEMP. RESO. #R8633 APPROVING THE AWARD OF INVITATION FOR BIDS NO. 26-005, INSTALLATION OF CHECK VALVES IN WATER SERVICE LINES, TO PLUMBER MIKE'S INC. IN THE AMOUNT OF \$264,500. (UTILITIES DEPUTY DIRECTOR ROLANDO TAYLOR 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 \$264,500 is available in account number 410-55-800-533-000-606511-52129 (CIP-Furniture Fixtures & Equip)

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8633**
- **Attachment(s)**
 - **Attachment 1:** Plumber Mike's Inc. Bid
 - **Attachment 2:** Final Bid Tab
 - **Attachment 3:** Agreement Between the City of Miramar and Plumber Mikes, Inc.



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Francois Domond, PE, Director of Utilities
DATE: March 12, 2026
RE: Temp. Reso. No. 8633 Recommendation to Award IFB No. 26-005 –
Installation of Check Valves in Water Service Lines

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8633 for the award of Invitation for Bids (“IFB”) No. 26-005 to Plumber Mike’s Inc. in the amount of \$264,500 and to authorize the City Manager to execute the agreement and any related documents, in a form approved by the City Attorney.

ISSUE: City Commission approval is required for purchases exceeding the \$75,000 limit in accordance with City Code Section 2-413(3).

BACKGROUND: On November 18, 2025, the City issued IFB No. 26-005, entitled Installation of Check Valves in Water Service Lines. The purpose of the solicitation was to obtain a qualified and licensed contractor to install check valves on residential water service lines throughout the City to improve system performance, reliability, and protection against backflow conditions.

The City received five (5) bid responses. After evaluation for responsiveness and responsibility, and application of the applicable County Business Enterprise (“CBE”) preference for evaluation purposes, Plumber Mike’s Inc. was determined to be the lowest responsive and responsible bidder.

DISCUSSION: The Utilities Department continues its ongoing efforts to enhance the performance and reliability of the City’s water distribution system. The Utilities Department has determined that several water service locations require the installation or replacement of check valves to improve directional flow control and to reduce the potential for backflow under certain operating conditions.

The scope of work under IFB No. 26-005 includes excavation at designated service points, installation of new check valves, restoration of disturbed areas, and all incidental work necessary to return sites to their original condition. These improvements are essential to maintaining system integrity, minimizing service disruptions, and supporting long-term operational goals.

ANALYSIS: Plumber Mike's Inc. satisfied all bid requirements, including submission of required forms, affidavits, bonding, licensing, and references. The firm has demonstrated relevant experience performing similar municipal water utility projects and is certified as a CBE.

The Final Bid Tabulation reflects that Plumber Mike's Inc. submitted a base bid of \$264,500, which is the amount recommended for award. Awarding this contract will:

- Enable the Utilities Department to efficiently complete a citywide installation program that exceeds in-house capacity.
- Reduce operational risk associated with backflow and system inefficiencies; and
- Ensure the work is performed by a qualified contractor at the lowest evaluated cost to the City.

Funding for this contract is available within the Utilities Capital Improvements Project.

Temp. Reso. No. 8633

1/27/26

3/11/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 26-005, INSTALLATION OF CHECK VALVES IN WATER SERVICE LINES, TO PLUMBER MIKE'S INC. IN THE AMOUNT OF \$264,500; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar issued Invitation for Bids ("IFB") No. 26-005, entitled "Installation of Check Valves in Water Service Lines," to obtain a qualified contractor to install check valves on water service lines throughout the City; and

WHEREAS, the Utilities Department identified the need for this work to enhance the efficiency, reliability, and protection of the City's water distribution system; and

WHEREAS, bids were publicly opened on December 10, 2025, and evaluated in accordance with the criteria set forth in the IFB; and

WHEREAS, after reviewing the bids received, Plumber Mike's Inc. was determined to be the lowest responsive and responsible bidder, with a base bid amount of \$264,500, and eligible for the applicable County Business Enterprise ("CBE") preference; and

WHEREAS, City staff recommends awarding IFB No. 26-005 to Plumber Mike's Inc. as being in the best interest of the City;

Reso. No. _____

Temp. Reso. No. 8633

1/27/26

3/10/26

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: The City Commission hereby approves the award of IFB No. 26-005 entitled "Installation of Check Valves in Water Service Lines," to Plumber Mike's Inc. in the total amount of \$264,500.

Section 2: The City Manager is hereby authorized to execute the agreement and any related documents necessary to effectuate this award, in a form approved by the City Attorney.

Section 3: This Resolution shall become effective immediately upon adoption

Temp. Reso. No. 8633

1/27/26

3/10/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

ATTACHMENT 1 - PLUMBER MIKE'S BID

SECTION 6
BID COVER SHEET

BIDDER'S NAME (Name of firm, entity, or organization): Plumber Mike's Inc.	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 65-0832970	
EMAIL OF CONTACT PERSON: mike@plumbermikes.com	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: Michael Cocking	Title: President
MAILING ADDRESS:	
Street Address: 2411 SW 58th Way	
City, State, Zip: West Park FL 33023	
TELEPHONE: (954) 630-9717	FAX: (954) 894-7921
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:	
Pipe Leak Repairs, Sewer Lateral Connections, Septic Tank Replacement, Site Restoration, waste removal	
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: December 08, 2025
Print name: Michael Cocking	Title: President

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

SECTION 7
INSTALLATION OF CHECK VALVES IN WATER SERVICE LINES
IFB NO. 26-005

BID WORK SHEET

COST OR PRICING DATA FOR PRICE BID

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

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

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

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

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

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 Bidders.

Bidders acknowledge 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.

Bidders acknowledge that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidders further acknowledge 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).

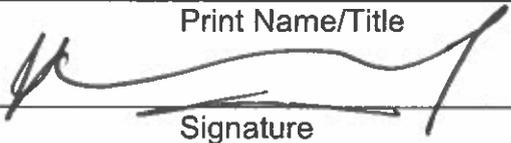
Bidders acknowledge that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represents all the parts of the Project required by this Contract.

Project/Development Name: **City of Miramar – Installation of Check Valves in Water Service Lines**

Contractor Company Name: Plumber Mike's Inc.

Contractor Acknowledgement Michael Cocking (President)

Print Name/Title


Signature

Date: 12/08/2025

**END OF
DOCUMENT**

SECTION 9 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? 27 years
- (2) State of Florida occupational license type and number: Plumbing / CFC1428374
- (3) County (state county) occupational license type and number: Broward/Plumbing 182-238765
- (4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing Check Valve Installation Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in Section 3-6:

City of Miramar (Water Service Line Replacements)

City of West Park (Water Line Replacements with Backflow Devices)

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes X _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

**SECTION 9
BIDDER INFORMATION FORM (CONTINUED)**

(7) Please list four Government contract references:

Company Name: City of Miramar

Address: 13900 Pembroke Road

City, State, & Zip Code: Miramar FL 33027

Contact's Name & Phone #: Junior Francis (O: 954-883-6802)

Company Name : City of North Miami Beach

Address: 17050 NE 19th Avenue

City, State, & Zip Code: Miami Beach FL 33162

Contact's Name & Phone #: Julian Barrera (901-489-9105)

Company Name : Foster Marine

Address: 3180 Failane Farms Road Suite #1

City, State, & Zip Code: Wellington FL.

Contact's Name & Phone #: Mike Czajkowski (561-718-3956)

**SECTION 9
BIDDER INFORMATION FORM (CONTINUED)**

Company Name: City of West Park

Address: 1965 S. State Rd. 7

City, State, & Zip Code: West Park FL 33023

Contact's Name & Phone #: Lavelle Jenrette (954-989-2688)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

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

**SECTION 10
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS**

Please list all Subcontractors, Subconsultants and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary):

Company Name: Berger Plumbing Supply

Address: 8131 NW 91st Terrace

City, State, & Zip Code: Miami FL. 33166

Company Name: Roy Davis Plumbing Supply

Address: Parking Lot, 5919

SW 21 Street

City, State, & Zip Code: West Park FL. 33023

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 10
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

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

SECTION 11
BID BOND

STATE OF Florida)
) ss:
COUNTY OF Broward)

KNOW ALL MEN BY THESE PRESENTS that we, Plumber Mike's Inc., as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of Fourteen Thousand Two Hundred & Fifty 00/100 Dollars (\$ 14,250.00), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- "INSTALLATION OF CHECK VALVES IN WATER SERVICE LINES"", 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 December 08, 2025.

For: _____
Installation of Check Valves in Water Service Lines

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 08 day of December, 2025, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Claudette Campbell
Witness

Witness

Michael Cockney
(Individual or Partnership
Principal)

2411 SW 58th Way
(Business Address)

West Park FL. 33023
(City, State, Zip)

954-630-9717
(Business Phone)

ATTEST:

Secretary

(Corporate Principal) *

By:

(Title)

ATTEST:

Secretary

(Corporate Surety) *

By:

*Impress Corporate Seal

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



CASHIER'S CHECK
12/08/2025

5510222464

MICHAEL COCKING / BID NO 26-005 INSTALLATION CHECK VALUE
Purchaser / Purchased For

VOID

FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: THE CITY OF MIRAMAR

\$14,500.00 Fee \$0.00

Regions Bank

Branch FL06267
CC026267

NOT NEGOTIABLE
CUSTOMER COPY



CASHIER'S CHECK
12/08/2025

5510222464

61-1/620

MICHAEL COCKING / BID NO 26-005 INSTALLATION CHECK VALUE
Purchaser / Purchased For

FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: THE CITY OF MIRAMAR

\$14,500.00

VOID
Features
Disable on
Bill L.

Regions Bank

Branch FL06267
CC026267

Authorized Signature

⑆ 5510222464⑆ ⑆ 06200019⑆ 000074265⑆

**SECTION 12
DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)**

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service 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 Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) 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.

b) 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.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3) 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.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this Section.

FLORIDA STATE STATUTE SECTION 287.087

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



Vendor's Signature

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

**SECTION 13
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____, or its design consultants, 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.

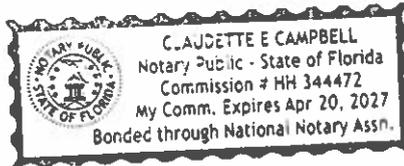
By: Michael Cocking

Title: President

Sworn and subscribed before this

8th day of December, 2025.

C. E. Campbell
Notary Public
State of Florida at Large



My commission expires: April 20, 2027.

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

**SECTION 14
NON-COLLUSIVE AFFIDAVIT**

State of Florida)
) ss:
County of Broward)

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

- a) He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of Plumber Mike's Inc., the Bidder that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 proposing in connection with such Work; or have in any manner, directly or indirectly, sought by 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;

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

**SECTION 14
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

e) 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 affiant.

Signed, sealed and delivered
in the presence of:

By: 
Witness

Claudette Campbell
Witness
(Printed Name)

Office Manager/Notary
(Title)

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

**SECTION 14
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

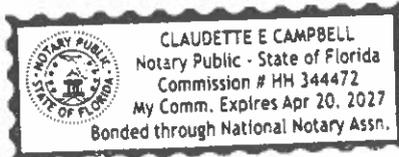
ACKNOWLEDGMENT

State of Florida)
) ss:
County of Broward)

BEFORE ME, the undersigned, authority personally appeared to me Michael Cocking, well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 8th day of December, 2025.

C. E. Campbell
Notary Public
State of Florida at Large



My commission expires: April 20, 2027.

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

**SECTION 15
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 into 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.

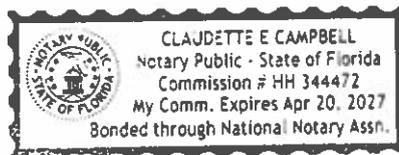
By: Michael Cocking

Title: President

Sworn and subscribed before this

8th day of December, 2025.


Notary Public
State of Florida



My commission expires: April 20, 2027.

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

SECTION 16 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Plumber Mike's Inc.

Address: 2411 SW 58th Way West Park Fl. 33023

Phone No.: 954-630-9717

Contact Person (Regarding This Form): Michael Cocking

Email of Contact Person: mike@plumbermikes.com

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- 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 Broward County Office of Economic Development and Small Business Development.

Business is claiming local Business Preference Yes ___ No (choose below as applicable)

- Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.
- A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

BUSINESS EMPLOYING MIRAMAR RESIDENT'S AFFIDAVIT

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

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees (in the company's local workforce Broward and Miami-Dade Counties), of which _____ are full time equivalent Miramar residents.

Signature Title Date

Sworn to (or affirmed) and subscribed before me
by means of physical presence or online notarization,
this ____ day of _____, __ (year), by _____.

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

**END OF
DOCUMENT**

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

SECTION 17

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 Mike's 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 6700 Miramar Parkway Miramar, FL 33023
City, state, and ZIP code West Park FL 33023	
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.

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

Social security number
or
Employer identification number
6 5 0 8 3 2 9 7 0

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 12/08/2025
------------------	--------------------------	------------------------

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.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

SECTION 18

REFERENCE QUESTIONNAIRE

Name of Firm: Plumber Mikes Inc
 Agency Giving Reference: CITY OF MIRAMAR - UTILITIES
 Person Giving Reference: JUNIOR A. FRANCIS
 Telephone: 954-544-6631 E-mail: JA.FRANCIS@MIRAMARFL.GOV
 Name of Project Completed by Firm: PIPELINE REPLACEMENT SERVICES
 What was the Dollar value of the Project: \$3M (\$1,647,000) + Plus
 What was the Completion Date of the Project: DECEMBER 2025

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

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the Firm complete the project on time, in accordance with specifications?	✓				
Did the Firm submit excessive change orders? If yes, how many? <u>NO BUT WAS GIVEN MORE WORK - \$1.6 TO \$3M</u>		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 Firm's project management, including management of sub-Consultants/Contractors (if any)?	✓				
Would you use the Firm 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.

Additional Comments: _____

Print Name: JUNIOR A. FRANCIS Title: FIELD OPERATIONS MANAGER

Sign Name: [Signature] Date: 12/8/2025

**FAILURE TO RETURN THREE (3) REFERENCES FROM 3 DIFFERENT, VERIFIABLE SOURCES
MAY DEEM YOUR BID/QUOTE "NON-RESPONSIVE"**

SECTION 18

REFERENCE QUESTIONNAIRE

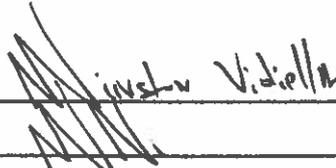
Name of Firm: Plumber Mike's Inc
 Agency Giving Reference: Harbour Club Villas Condo Association
 Person Giving Reference: BEN VIDIELLA
 Telephone: 786-208-4178 E-mail: BON@Contempo71.com
 Name of Project Completed by Firm: Harbour Club Drain & Water Improvements
 What was the Dollar value of the Project: \$ 700,000
 What was the Completion Date of the Project: 4-8-2025

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

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the Firm complete the project on time, in accordance with specifications?	X				
Did the Firm submit excessive change orders? If yes, how many?	YES			NO	
How would you rate the Firm's responsiveness on administrative and service issues?			X		
How would you rate the quality and experience of the Firm's project manager and on-site personnel?		X			
Was this awarded under a competitive process? <input checked="" type="checkbox"/>					
How would you rate the Firm's project management, including management of sub-Consultants/Contractors (if any)?		X			
Would you use the Firm again?	YES			NO	
Overall, what would you rate their performance?	X				

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

Additional Comments: _____

Print Name:  Ben Vidiella Title: TRIASION
 Sign Name:  Date: 12/10/25

**FAILURE TO RETURN THREE (3) REFERENCES FROM 3 DIFFERENT, VERIFIABLE SOURCES
MAY DEEM YOUR BID/QUOTE "NON-RESPONSIVE"**

SECTION 18

REFERENCE QUESTIONNAIRE

Name of Firm: Plumber Mikes, Inc.

Agency Giving Reference: Foster Marine Contractors, Inc.

Person Giving Reference: JC Solomon

Telephone: 561-683-0034 E-mail: jc@foster-marine.net

Name of Project Completed by Firm: Pines Village Water Main Improvements Phase II & Septic Tank Conversion

What was the Dollar value of the Project: Total Project Value = \$12,108,650.30

What was the Completion Date of the Project: 8/30/2024

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

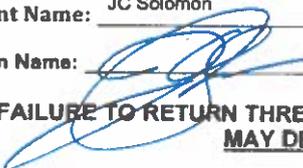
Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the Firm complete the project on time, in accordance with specifications?	X				
Did the Firm submit excessive change orders? If yes, how many? <u>0</u>	YES			NO	
How would you rate the Firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the Firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process?	Yes				
How would you rate the Firm's project management, including management of sub-Consultants/Contractors (if any)?	X				
Would you use the Firm again?		YES		NO	
Overall, what would you rate their performance?	X				

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

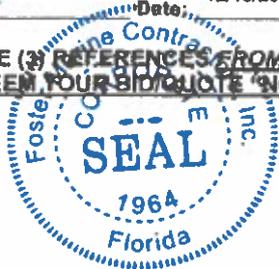
All personnel (office and field) are competent and responsive. We had a great experience with Plumber Mikes, Inc. and we believe that you will as well.

Additional Comments: _____

Print Name: JC Solomon Title: Project Manager

Sign Name:  Date: 12/10/2025

FAILURE TO RETURN THREE (3) REFERENCES FROM 3 DIFFERENT, VERIFIABLE SOURCES MAY DEEM YOUR BID/QUOTE "NON-RESPONSIVE"



SECTION 18

REFERENCE QUESTIONNAIRE

Name of Firm: RUMBER MILLER INC
 Agency Giving Reference: CITY OF WEST PARK
 Person Giving Reference: LAVELLE JENNETTE
 Telephone: 954 989-2688 E-mail: LJENNETTE@CITYOFWESTPARK.ORG
 Name of Project Completed by Firm: Multiple Park Projects (Sewer & Waterline Reps)
 What was the Dollar value of the Project: \$ 50,000
 What was the Completion Date of the Project: June 2025

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

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the Firm complete the project on time, in accordance with specifications?	✓				
Did the Firm submit excessive change orders? If yes, how many? <u>0</u>	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 Firm's project management, including management of sub-Consultants/Contractors (if any)?	✓				
Would you use the Firm 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.

Additional Comments: _____

Print Name: LAVELLE JENNETTE Title: ASSIST. CITY MANAGER

Sign Name: [Signature] Date: 10 DEC 20

FAILURE TO RETURN THREE (3) REFERENCES FROM 3 DIFFERENT, VERIFIABLE SOURCES MAY DEEM YOUR BID/QUOTE "NON-RESPONSIVE"



THIS CERTIFICATE IS AWARDED TO

Plumber Mike's, Inc.

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

**SANDY-MICHAEL
MCDONALD**

Digitally signed by SANDY-MICHAEL
MCDONALD
Date: 2024.11.06 16:53:04 -0500'

Anniversary Date: October 29TH

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE [BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS](https://www.broward.org/econdev)
[BROWARD.ORG/ECONDEV](https://www.broward.org/econdev)

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • EMAIL: SBCERT@BROWARD.ORG • TTY: 954-357-5664





INSTALLATION OF CHECK VALVES IN WATER SERVICE LINES

IFB No. 26-005

FINAL BID OPENING TABULATION: December 10, 2025, at 2:00 P.M.

	COMPANY NAME	BASE BID AMOUNT	PREFERENCE CBE/SBE/LOCAL	COMPETITIVE BID (AFTER APPLICATION OF PREFERENCE)
1.	Plumbers Mike's Inc	\$264,500.00	CBE	\$251,275.00
2.	Building & Remodeling Inc	\$280,000.00	N/A	\$280,000.00
3.	National Metering Services	\$374,000.00	SBE	\$355,300.00
4.	R & M Service Solutions	\$855,000.00	N/A	\$855,000.00
5.	Stack Construction Inc.	Non-Responsive	N/A	Non-Responsive
6.	Prime Pro Solutions	No Bid	N/A	No Bid
7.	Backflow Boyz Inc.	No Bid	N/A	No Bid

- 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.
- Bidders with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.
- **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.

Jason Chong

Jason Chong
Opened by:



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
PLUMBER MIKE'S INC
FOR INSTALLATION OF CHECK VALVES IN WATER SERVICE LINES
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated [REDACTED], 20[REDACTED], 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 Mike's Inc (the "Contractor"), a Florida corporation whose address is 2411 SW 58 Way, West Park, Florida 33023.

WITNESSETH:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bids No. 26-005 (the "IFB"), entitled "Installation of Check Valves in Water Service Lines" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are 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**

Successful Bidders(s) shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "City of Miramar – Installation of Check Valves in Water Service Lines," and shall provide all labor, materials, machinery, tools and equipment necessary to install approximately 3000 check valves to various water service lines within the City of Miramar. Contract in strict accordance with the Contract Documents, and all additional Work included in the Contract Documents and the Contractor's bid, attached hereto as **Exhibit "A"**.

Estimates/Quotations:

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

ARTICLE 3
CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 4
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 three additional one-year renewal terms, unless terminated earlier pursuant to Article 8 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 designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5
CONTRACT PRICE

City shall pay Contractor Two Hundred Sixty-Four Thousand Five Hundred Dollars \$(264,500.00) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents.

ARTICLE 6
PAYMENT PROCEDURES

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

ARTICLE 7
INDEMNIFICATION

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 8 **TERMINATION**

8.1 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.

8.1.1 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.

8.1.2 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.

8.2 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 9
CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the effective date of this agreement
- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications and drawings

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

ARTICLE 10
ASSIGNMENT

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

ARTICLE 11
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always 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 12
AUDIT AND INSPECTION RIGHTS

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

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

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

ARTICLE 13 NON-SOLICITATION

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

ARTICLE 14 PUBLIC RECORDS

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

14.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the city to perform the service.

14.1.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

14.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

14.1.4 Upon completion of this Agreement or in the event of termination of this

Agreement by either party, any and/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.

14.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

14.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

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

ARTICLE 15

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

15.1 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.

15.2 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.

15.3 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 16
CERTIFICATE OF COMPETENCY

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

ARTICLE 17
INSURANCE

17.1 Consultant 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 \$500,000 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 \$500,000 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.

17.2 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 Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

17.3 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 18 **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 19 **REAFFIRMATION OF REPRESENTATIONS**

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

ARTICLE 20 **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 21
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 22
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 23
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 24
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 25
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by 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: Michael Cocking
President
Plumber Mike's Inc
2411 SW 58 Way
West Park, Florida 33023
Telephone: (954) 630-9717
Fax: (954) 894-7921

TO CITY OF MIRAMAR:

ATTN: Roy L. Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 26
CITY'S OWN FORCES

26.1 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.

26.2 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 27
LIMITATION OF LIABILITY

27.1 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.

27.2 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 in excess of 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.

27.3 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 28 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 29 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 30 DISPUTE RESOLUTION

30.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter

120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

30.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

ARTICLE 31

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 32

SCRUTINIZED COMPANIES

32.1 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.

32.2 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.

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

32.4 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 33
SEVERABILITY

33.1 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.

33.2 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 34
EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

ARTICLE 35
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 36
ENTIRE AGREEMENT

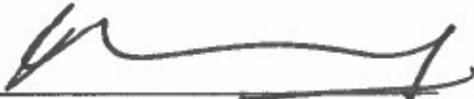
The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth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

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

CITY OF MIRAMAR:

CONTRACTOR:

By: _____
City Manager
Roy L. Virgin

By: 

MICHAEL COCKING

This ____ day of _____, 2019.

Date: Jan 26 - 2020

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