

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

Meeting Date: July 10, 2024

Presenter's Name and Title: Eric Francois, Senior Project Manager of Utilities, and Alicia Ayum, Director of Procurement

Prepared By: Eric Francois, Senior Project Manager of Utilities

Temp. Reso. Number: TR8175

Item Description: Temp. Reso. #R8175, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 24-020, ENTITLED: "WEST WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS" TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, ACCURATE DRILLING SYSTEMS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH ACCURATE DRILLING SYSTEMS, INC., WITH A TOTAL BASE BID AMOUNT OF \$3,978,557, AND THE CITY'S SELECTION OF OPTION 2 IN THE AMOUNT OF \$120,500, AND APPROVING A PROJECT ALLOWANCE IN THE AMOUNT OF \$400, 000 FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED \$4,499,057. (Utilities Senior Project Manager Eric Francois 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 \$4,499,057. is available in Utilities, CIP-Account 410-55-814-533-000-606510-52092, "CIP-Construction".


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8175**
- **Exhibit A: Proposed Construction Agreement with Accurate Drilling Systems, Inc.**
- **Attachment(s)**
 - **Attachment 1: Exhibit A to Exhibit A – Accurate Drilling Systems, Inc. Bid Response**
 - **Attachment 2: Bid Tab- 24-020**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

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

DATE: July 3, 2024

RE: TR8175 West Water Treatment Plant Raw Water Main Capacity Improvements – Award to Accurate Drilling Systems, Inc.

RECOMMENDATION: The City Manager recommends approval of TR8175, approving the award of Invitation for Bids (“IFB”) No. 24-020, entitled: “ West Water Treatment Plant Raw Water Main Capacity Improvements” project to the lowest, responsive and responsible bidder, Accurate Drilling Systems, Inc. (“ADS”); authorizing the City Manager to execute the appropriate agreement with ADS for the provision of services to the West Water Treatment Plant Raw Water Main Capacity Improvements Project with a total Base Bid amount of \$3,978,557 and the City’s selection of Option 2 in the amount of \$120,500, and approving a project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057.

ISSUE: City Commission approval is required for all expenditures exceeding \$75,000 per vendor limit, in accordance with section 2-412(a)(1) of the City Code.

BACKGROUND: The City of Miramar (“City”) Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant (“WWTP”). The City is experiencing an increase in demand for potable water due to population and business growth, and land use change, therefore, the expansion of its treatment capacity is necessary.

DISCUSSION: On March 31, 2024, the City's Procurement Department (“Procurement”) advertised the (“IFB”) in newspapers of general circulation, social media and on DemandStar. A Pre-bid conference was held on April 11, 2024, where eight (8) companies were in attendance. On May 16, 2024, the date of the scheduled bid opening, the City received nine (9) bid responses.

ANALYSIS: Upon the completion of Procurement's review, it was determined that ADS is the lowest, responsive, and responsible bidder who satisfies the minimum qualifications of the solicitation, and whose bid is in the best interest of the City, with a total Base Bid amount of \$3,978,557 and the City's selection of Option 2 in the amount of \$120,500, and a project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057.

The City Manager recommends that the City Commission award the IFB and authorize the appropriate City officials to execute the contract with Accurate Drilling Systems, Inc., the lowest, responsive, and responsible bidder, with a total Base Bid amount of \$3,978,557 and the City's selection of Option 2 in the amount of \$120,500, and project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057.

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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 BIDS NO. 24-020, ENTITLED, "WEST WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS," TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, ACCURATE DRILLING SYSTEMS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH ACCURATE DRILLING SYSTEMS, INC., WITH A TOTAL BASE BID AMOUNT OF \$3,978,557 AND THE CITY'S SELECTION OF OPTION 2 IN THE AMOUNT OF \$120,500, AND A PROJECT ALLOWANCE IN THE AMOUNT OF \$400,000 FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED \$4,499,057; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant ("WWTP"); and

WHEREAS, the City is experiencing an increase in demand for potable water due to population and business growth and land use change, therefore, the expansion of its treatment capacity is necessary; and

WHEREAS, this project includes, but is not limited to all labor, materials, machinery, tools, equipment, and incidentals, as necessary for the installation of approximately 10,000 linear feet ("LF") of various sizes of High-Density Polyethylene ("HDPE") and Ductile Iron pipes by means of Horizontal Directional Drilling and partial open cut excavation; and

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WHEREAS, on March 31, 2024, the City's Procurement Department ("Procurement") advertised Invitation for Bids No. 24-020 ("IFB"), entitled, "West Water Treatment Plant Raw Water Main Capacity Improvements," in newspapers of general circulation, social media and on DemandStar; and

WHEREAS, on April 11, 2024, a Pre-bid conference was held wherein eight (8) companies were in attendance; and

WHEREAS, on May 16, 2024, the date of the scheduled bid opening, the City received nine (9) bid responses; and

WHEREAS, upon the completion of Procurement's review, it was determined that Accurate Drilling Systems, Inc. ("ADS") is the lowest, responsive, and responsible bidder who satisfies the minimum qualifications of the solicitation, and whose bid is in the best interest of the City, with a total Base Bid amount of \$3,978,557 and the City's selection of Option 2 in the amount of \$120,500, and a project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057.

WHEREAS, the City Manager recommends that the City Commission award the IFB and authorize the appropriate City officials to execute the contract with Accurate Drilling Systems, Inc., the lowest responsive and responsible bidder with a total Base Bid amount of \$3,978,557 and the City's selection of Option 2 in the amount of \$120,500, and a project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057; and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and authorize the City Manager to execute the proposed service Agreement with Accurate Drilling Systems, Inc. with a total Base Bid amount of \$3,978,557 and the City’s selection of Option 2 in the amount of \$120,500, and a project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057, in the form attached hereto as Exhibit “A.”

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 it approves the award of the IFB to Accurate Drilling Systems, Inc. with a total Base Bid amount of \$3,978,557 and the City’s selection of Option 2 in the amount of \$120,500, and a project allowance in the amount of \$400,000 for a Total Project Amount not-to-exceed \$4,499,057.

Section 3: That it authorizes the City Manager to execute the agreement with Accurate Drilling Systems, Inc., attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

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

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	_____
Vice Mayor Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
 AND
ACCURATE DRILLING SYSTEMS, INC.
 FOR THE
 WEST WATER TREATMENT PLANT RAW WATER MAIN
 CAPACITY IMPROVEMENTS PROJECT
 IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein 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 ACCURATE DRILLING SYSTEMS, INC. (the "Contractor") a Florida Profit Corporation whose principal address is 49 N Industrial Loop, Building B, LaBelle, Florida 33935.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bids No. 24-020 (the "IFB"), entitled: "West Water Treatment Plant Raw Water Main Capacity Improvements" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, 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 shall include but not limited to: completing the following capacity improvements services to the West Water Treatment Plant Raw Water Main, to include, but not limited to; all necessary labor, materials, machinery, tools, equipment, installation and incidentals to open cut installation of 791 LF of 16" DIP, 992 LF of 18" DIP, and 685 LF of 24" DIP raw water main, multiple horizontal directional drillings with a total of 1,711 LF of 18" HDPE and a total of 4,930 LF of 20" HDPE raw water main, and the installation of a 16" DIP canal aerial crossing, and a concrete master vault for connection at the West Water Treatment Plant, along with any 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 650 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 740 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 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.

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 last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

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 \$1,000 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$800 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 Four Million Ninety-Nine Thousand Fifty-Seven Dollars \$(4,099,057.) 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

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are

subject to the City's approval.

ARTICLE 9 **INDEMNIFICATION**

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant 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 in the event that 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 to be delivered to and accepted by the City prior to commencement of work;
- 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 Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor'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 actually expended by City, including procurement and administrative costs.

11.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and 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 10 or 11 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 comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 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 in order 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 and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon

completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

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 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.

18.1.7 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.

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 \$2,500,000 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 \$2,500,000 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.

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 of 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 sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, 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 or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 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: Accurate Drilling Systems, Inc.
Vice President
Mario Acevedo
49 N Industrial Loop, Bldg. B
LaBelle, Florida 33935
Telephone: (863) 674-0803
Fax: (863) 674-0912
Email: Ace@accuratedrilling.com

TO CITY OF MIRAMAR:

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

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 binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 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
CONFLICT-OF-INTEREST

37.1 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.

37.2 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 38
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 39
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 40
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 41
PARTICIPATION PLAN

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

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:

By: _____
City Manager
Dr. Roy L. Virgin

ACCURATE DRILLING SYSTEMS, INC.:

By: _____
Vice President
Mario Acevedo

This ____ day of _____, 2024.

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.

BID COVER SHEET – IFB No. 24-020

BIDDER'S NAME (Name of Firm, Entity or Organization): Accurate Drilling systems, Inc	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-3456452	
NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:	
Name: Mario Acevedo	Title: Vice President
EMAIL ADDRESS: <u>Ace@accuratedrilling.com</u>	
MAILING ADDRESS: <u>Accurate Drilling Systems, Inc</u>	
Street Address: <u>49 N Industrial Loop</u>	
City, State, Zip: <u>LaBelle, Florida 335935</u>	
TELEPHONE:	FAX:
<u>(863) 674-0803</u>	<u>(863) 674-0912</u>
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: <u>4/15/1997</u>	
State of Incorporation/Organization: <u>Florida</u>	
States registered in as foreign Corporation: <u>None</u>	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
Pacifica-Engineering: Testing	Atlas Surveying: Surveying and Staking Project
Bob's Barricade: MOT	
LP Video: Pre Con Video	
BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation)	
Signed by: 	Date: <u>May 1, 2024</u>
Print name: <u>Mario Acevedo</u>	Title: <u>Vice President</u>

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

BID TO: The City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. IFB-No. 24-020 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR – WASTE WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS."**

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

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

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


Number		Date	
#1	_____	March 31, 2024	_____
#2	_____	April 30, 2024	_____
#3	_____	May 6, 2024	_____
#4	_____	May 9, 2024	_____
# 5	_____	May 13, 2024	_____
#6 & 7	_____	May 15, 2024	_____

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 aforementioned Bidding Schedule(s).


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

DATED: May 1, 2024 BIDDER: Accurate Drilling Systems, Inc
BY: 
(Signature)
TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of May, 2024, by Mario Acevedo, who is personally known to me X or has produced _____ as identification.


Notary Public
State of Florida at Large
My commission expires: 3/28/2027

 **JOHN E. SCHOENLE**
Notary Public
State of Florida
Comm# HH379860
Expires 3/28/2027

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

#1

March 31, 2024

#2

April 30, 2024

#3

May 6, 2024

#4

May 9, 2024

#5

May 13, 2024

#6 & #7

May 15, 2024

BIDDER:

Accurate Drilling Systems, Inc

(Company Name)



(Signature)

Mario Acevedo, Vice President

(Printed Name and Title)

END OF DOCUMENT

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



Date of Issuance of Addendum: MARCH 31, 2024

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 1
To
WASTE WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020

Handwritten signature and date: 3/31/24

Bidders are hereby notified that this **Addendum No. 1** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 1** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.

Bidders shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. THE FOLLOWING IS THE AMENDED SOLITICITION TIMETABLE.

IFB Advertised	MARCH 31, 2024
Pre-Bid meeting	APRIL 11, 2024, at 11:00 A.M. 12:30 P.M.
Site Visit	APRIL 11, 2024, at 2:00 4:00 P.M.
Deadline for written questions	APRIL 18, 2024, at 6:00 P.M.
Due Date and Time Bids due in Demandstar.com	MAY 2, 2024, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call	MAY 2, 2024, at 2:00 P.M.
<u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	

This addendum consists of **(1)** page(s).
In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."



Date of Issuance of Addendum: APRIL 30, 2024

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 2

4/30/24

To

**WASTE WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020**

Bidders are hereby notified that this **Addendum No. 2** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 2** is issued to add to, delete from, modify, clarify and/or amend the IFB. The ~~item(s) contained in this Addendum No. 2 shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.~~

Bidders shall acknowledge receipt of this **Addendum No. 2** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. THE FOLLOWING IS THE 2ND AMENDED SOLITITION TIMETABLE:

IFB Advertised	MARCH 31, 2024
Pre-Bid meeting	APRIL 11, 2024, at 12:30 P.M.
Site Visit	APRIL 11, 2024, at 4:00 P.M.
Deadline for written questions	APRIL 18, 2024, at 6:00 P.M.
Due Date and Time Bids due in Demandstar.com	MAY 2, 8, 2024, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call	MAY 2, 8, 2024, at 2:00 P.M.
<u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	

ii. THE FOLLOWING ARE TECHNICAL SPECS/DRAWINGS ON THE FOLLOWING WEBSITE:

<https://wettransfer.com/downloads/e4a713e3bead9ecec91a7497335e0d5620240430171430/f0c35be52ec0f03daed7eecacfe16cec20240430171431/fae4cb>

A. CHANGES TO CONTRACT DRAWINGS:

1. **Revise** stub-out location for future wellfield on Sheet C-1.
2. **Remove** aerograde fencing detail on Sheet C-10.
3. **Insert** updated Miramar engineering standard details on Sheet C-10.
4. **Insert** 20" Gate Valve on Sheet C-8.

B. CHANGES TO CONTRACT SPECIFICATIONS:

1. **Insert** Appendix B "List of Materials and Approved Manufacturers" into Specifications.
2. **Revise** Summary of Work with updated quantities of material.

C. CHANGES TO BID SCHEDULE:

1. **Insert** F&I 24" x 18" Reducer and F&I 20" Gate Valve Assembly into bid schedule (Line Item #6).
2. **Revise** quantity of F&I 18" Gate Valve Assembly, F&I 16" DIP Water Main (Open Cut), and F&I 18" DIP Water Main (Open Cut).
3. **Insert** Horizontal Directional Drilling alternative for canal crossing.

D. RESPONSE TO QUESTIONS:

1. For line item 7 Canal Aerial Crossing – including structural foundations – please clarify if the foundation requires 2 foundation piles as shown on Sheet C.1 or 4 foundation piles as shown on Sheet C.10 Exhibit 37. If 4 piles are required, please provide the distances between piles 1 &2 and 3&4.

Response: Two foundation piles will be proposed for the aerial crossing on Sheet C.1. The precast concrete driven piles shall be 12 inches wide and driven to at least a depth of 15 feet below top of ground surface.

2. Please provide the Electrical Plans for the Power and Control Box for the Mag Meter shown on the Detail on Sheet C.9.

Response: Procurement and installation of the Mag Meter is included within the contractual work; however, all electrical components and connections are excluded from scope of work and are to be completed by others.

3. Please advise if there are any specific coatings required for the aerial crossing piping. If yes, please provide specifications for coating.

Response: The exposed exterior ductile iron piping for the aerial crossing shall be coated with epoxy.

4. Please provide a pay item for the 24"x18" Reducer on Sheet C.7 Sta +/- 78+15.52.

Response: Line item for 24" x 20" Reducer was incorrectly inputted and is now replaced by 24" x 18" Reducer in the Bid Tab.

5. Please clarify the discrepancy between the bid item 6, F&I 20" DR 11 HDPE WM (HDD) 4,930 LF and the plans which shows 4,606 LF.

Response: Sheets C.3 through C.7 quantify about 4,930 linear feet of 20" HDPE directional drill.

6. Please provide the thickness for item 5 Mill and Resurface.

Response: Line item 5 "Mill and Resurface" has been revised to "Asphalt Restoration" for trench construction.

7. Please advise if the Aero Grade Fences and Gate on sheet C.10 applicable to this project. If yes, please provide pay item and location for the fence and gate.

Response: The Aero Grade Fences and Gate are no longer included in the scope of work for this project and has been removed from the construction plan set.

8. Please provide the Engineer's Estimate for this project.

Response: The probable project cost estimate is approximately \$5.8 million.

9. Are there any Domestic Material requirements in this project such as the American Iron and Steel (AIS) requirements or Buy America requirements?

Response: This project is not upheld to AIS and Buy America requirements as this project will not be grant funded.

10. Drawing C.9 PROPOSED VAULT plan calls out for "POWER AND CONTROL BOX". However, there are not details of the electrical and control feeder to this power/control box. Please advise whether or not all the electrical service work for the power/control box is part of this project. If affirmative, please provide all the pertinent plans, details and information regarding the required electrical service.

Response: The Mag Meter should be procured and installed; however, all electrical components and connections are not within the scope of work and are to be completed by others.

11. Reference Drawing C.9 POWER AND CONTROL BOX , please advise whether or not an electrical permit will be required for this work. If affirmative, please that the City will waive/reimburse the Contractor for any required permit fees.

Response: An electrical permit is not warranted as electrical service work is not included within this project scope.

12. Reference Drawing C.9 POWER AND CONTROL BOX , please confirm that the Contractor will not be responsible for the cost of the FPL power service for this project.

Response: All electrical components and connections are not within the scope of work, therefore, there is no need for FPL power service to the Mag Meter.

13. Drawing C.10 "UTILITY CROSSING DETAIL – AERIAL AND SUBAQUEOUS", AERIAL WATER & SEWER CROSSINGS profile shows an aerial crossing pipe supported over pilings. No further details are provided. Please provide all the pertinent plans, details and information required for the construction of the proposed aerial crossing (such as type and diameter of pilings, total depth of piles, details of pile caps, etc.).

Response: Two foundation piles will be proposed for the aerial crossing on Sheet C.1. The precast concrete driven piles shall be 12 inches wide and driven to at least a depth of 15 feet below top of ground surface. These details are now included in the Detail on Sheet C.10.

14. Specification Section 01410, Section 1.01A.1 states "City will employ and pay for services of an Independent Testing Laboratory to perform Testing specifically indicated on the Contract Documents or specified in the Specifications". However, Section 1.02.G states that the Soil Compaction tests shall be paid for by Contractor. Please advise.

Response: The City is responsible for Testing of piping and the Contractor is responsible for all Soil Compaction tests.

15. Please provide a copy of all the permits obtained by the City for this project.

Response: Contractor is responsible for acquiring ROW permit with the City.

16. Section 15111, Item 2.02, K states: All materials shall be in accordance with Appendix D "List of Approved Products." Please provide appendix "D."

Response: City of Miramar's List of Materials and Approved Manufacturers has now been added to Appendix B of the Specifications book.

17. Refer to drawing C.08. The 24x24x20 tee shows the branch connection capped. Please clarify if a 20" gate valve should also be installed.

Response: A 20" Gate Valve will be proposed at the stub-out and a line item within the Bid Tab has now been included.

18. Please provide the Inside dimensions of the vault and the Dimensions of the hatch per the precast supplier's request.

Response: Outside dimensions of the vault and inside dimensions of the vault as 14' x 14' and 12' x 12', respectively. The double swing hatch dimensions are approximately 6' x 6'.

19. Please advise if bacteriological testing is required for this project.

Response: Yes, bacteriological testing is required.

20. 2.03 Magnetic Flowmeter Signal Converter

A. The magnetic flowmeter signal converter shall be of the solid-state, feedback type, using integrated circuitry. The converter shall change a low level low frequency positive dc pulsed input signal from a magnetic flowmeter into proportional analog and pulse output signals for transmission to remote instrumentation.

B. The converter shall operate on 120 Vac, 60 Hz power.

Please advise if a Signal Converter is required for this project. If yes, please provide electrical plans or schematic connection.

Response: All electrical components and connections of the mag meter are not within the scope of work. Sections specifying electrical work will be performed by others.

21. 2.04 Electronic Recording Totalizing Receiver (for Magnetic Meter)

A. The electronic recording totalizing receiver shall be of the solid state, null-balance servo operated potentiometer type.

B. The instrument shall accept an input signal of 4 to 20 mAdc. Electrical zero and span adjustments shall be provided. Power requirements shall be 120 Vac + 10%, 60 Hz. A power supply shall be provided for two-wire transmitters. Accuracy shall be +0.5% of span, with repeatability of +0.2% of span. Please advise if this spec is required for this project. If yes, please provide electrical plans or schematic connection.

Response: All electrical components and connections of the mag meter are not within the scope of work. Sections specifying electrical work will be performed by others.

22. 2.05 Ultrasonic Generator (for Magnetic Meter)

A. The ultrasonic generator shall be designed for use with magnetic flowmeters having electrodes equipped with ultrasonic transducers. The ultrasonic generator shall be separate from the magnetic flowmeter and shall be Fischer & Porter Series 55UC1000, or approved equal.

B. The ultrasonic generator shall convert electrical energy into ultrasonic energy for application to the meter electrodes. The ultrasonic frequency range shall be between 45K and 65K Hz. Any frequency within this range shall be selected by means of a calibrated dial. The generator shall be designed for operation on 120 V +10%, 60 Hz power supply.

Please advise if this spec is required for this project. If yes, please provide electrical plans or schematic connection.

Response: All electrical components and connections of the mag meter are not within the scope of work. Sections specifying electrical work will be performed by others.

23. 2.06 Meter Supplies

A. The magnetic meter manufacturer shall provide the Owner with one year's supply of meter charts and pen ink, a spare recorder pen, and any other spare parts recommended by the manufacturer.

Please advise if this spec is required for this project.

Response: Section 2.06 applies to this project. Manufacturer shall provide recommended supplies to owner for operational purposes.

24. 2.07 Doppler Type Ultrasonic Flow Meters

The two (2) doppler type ultrasonic flowmeters shall be provided complete with NEMA 4 plastic case with viewing windows for indicator scale, totalizer and signal strength meter as manufactured by Polysonics, Houston, Texas. The meter cases shall be suitable mounted on the flow splitter box handrails. The unit shall have 6 digit totalizer, direct reading flow indicator, 4-20 mAdc output signal, 1-turn direct reading range dial, and adjustments for mAdc span and zero, totalizer, damping and sensitivity. The unit shall have "Doppler" signal strength meter and LED red and green indicator lights and will come furnished with twin crystal transducer with plastic coated armored cable of a suitable length for the required installation. The flowmeter shall be capable of effectively measuring flows with a solids content of 0.2 - 3%. The flow meter sensors shall be suitably mounted with stainless steel clamps on the pipelines and installed in precast concrete meter boxes for easy access.

Please advise if this spec is required for this project. If yes, please provide electrical plans or schematic connection.

Response: Response: All electrical components and connections of the mag meter are not within the scope of work. Sections specifying electrical work will be performed by others.

25. Are there any existing Asbestos pipes within the work area of this project besides the AC lines to grouted?

Response: Existing asbestos pipes are not located within the project limits. For clarification, abandonment of any known asbestos pipes via grout fill is not within this scope of work.

26. Are there any known existing contamination within the vicinity of the work on this project?

Response: The City is unaware of any existing contamination within the project limits.

27. Is there any tree removal required in this project?

Response: Tree removal is not anticipated. With the majority of the pipeline system being drilled, tree conflicts have been avoided.

28. Will chlorination of Raw Water Mains be required? Typically chlorinating only applies to Potable Water mains.

Response: Chlorination of the Raw Water Mains would be required.

29. Item 5, Site Work Restoration, This item does not differentiate between Floratam and Bahia sod. Our Sod subcontractor is requiring the quantity for each type of sod, since the cost for Floratam is significantly higher than Bahia, also the watering and maintenance of Floratam is meaningfully more than Bahia. Without a separate quantity provided, they will be estimating the average of 75% Floratam and 25% Bahia, which could result in excessive expense to the City. Other types (Bermuda etc. are even more expensive. Please establish separate pay items for the required sod types, as typically done by most municipalities

Response: To be provided by the City during Construction.

30. PDF PAGES 232, 233, 239, 1.3 1.4 and 1.5. 3.4 B, REFERENCE FKAA Please clarify the FKAA inspections?

Response: FKAA was incorrectly mentioned, City of Miramar would overlook the inspections.

31. At the site meeting, several alternatives were discussed to eliminate the aerial crossing of the canal and the open cut of 148th street. Please confirm that the bore on bass creek rd can be extended to accommodate this.

Response: City does not object to proposing a horizontal directional drill alternative to eliminate the canal aerial crossing. Contractor shall submit drilling plan to EOR for review and approval and adhere to the following parameters: Directional drill must maintain a minimum of 5 feet separation from bottom of canal, 18" HDPE directional drill, and install 18"x16" reducer, fused MJ adapter, and 18" 11.25° bend at each end of the drill. Location, laydown, and drilling operation shall not significantly impact traffic. Any additional roadway restoration or MOT required to perform drill shall be included in optional addition line item for drilling. Jack and bore can also be discussed when crossing either Bass Creek Rd or 148th Ave to avoid open cut installation, without additional cost to the City after contract initiation. A bid line item for directional drill will be included as an alternative.

32. If we can extend that bore, can the bid sheet be revised to eliminate the aerial crossing and open cut so that we are bidding this project apples to apples?

Response: Contractor shall submit drilling plan to EOR for review and approval.

33. Can the bores along 141st Ave be extended to eliminate some of the connection points?

Response: Bores can be extended to accommodate ease of construction. However, Contractor must submit boring plan with all modifications to EOR for review and approval prior to proceeding. The proposed

construction must be within City easements and ROW and shall avoid conflict with all existing utilities and infrastructure.

34. Will night work be allowed on 141st Ave?

Response: Work at night would be at the discretion of the City ROW permit. Contractor shall submit a written request to City and to be approved prior to proceeding.

35. The specs require a General Contractor license. Please confirm that an Underground Utilities Contractor license will suffice for this project.

Response: An Underground Utilities Contractor license will suffice, per City of Miramar.

This addendum consists of **(7)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."



Date of Issuance of Addendum: MAY 6, 2024

**CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 3**

5/6/24
[Signature]

**To
WASTE WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020**

Bidders are hereby notified that this **Addendum No. 3** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 3** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 3** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.

Bidders shall acknowledge receipt of this **Addendum No. 3** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. THE FOLLOWING IS THE 3rd AMENDED SOLITITION TIMETABLE:

IFB Advertised	MARCH 31, 2024
Pre-Bid meeting	APRIL 11, 2024, at 12:30 P.M.
Site Visit	APRIL 11, 2024, at 4:00 P.M.
Deadline for written questions	APRIL 18, 2024, at 6:00 P.M.
Due Date and Time Bids due in Demandstar.com	MAY 8 , 16, 2024, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call	MAY 8 , 16, 2024, at 2:00 P.M.
<u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	

II. The Following is a list of vendors who attended the pre-bid meeting:

WASTEWATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS / IFB 24-020/PRE-BID

MEETING -APRIL 11, 2024

<u>COMPANY NAME</u>	<u>REPRESENTATIVE</u>	<u>EMAIL</u>	<u>PHONE</u>
ACCURATE DRILLING SYSTEMS, INC.	JOHN E. SCHOENLE	JOHN@ACCURATEDRILLING.COM	863-674-0803
ACCURATE DRILLING SYSTEMS, INC.	CHARLES EMERING, JR.	CHARLES@ACCURATEDRILLING.COM	863-674-0803
CONTI CORPORATION	SAM AKROUK	SAKROUK@CONTICORPORATION.COM	954-779-4496
EDIFICA CONSTRUCTION	RICARDO MEJIA	RMEJIA@EDIFICACONSTRUCTION.COM	954-665-7759
LANZO CONSTRUCTION	RAM VISHAL CHILAKALAPALLI	RamC@lanzo.org	315-849-6525
METRO EQUIPMENT SERVICES, INC.	JORGE FONTE	JFONTE@MESINC.US	305-740-3303
POSILLICO, INC.	DANIELLE THOMPSON	DTHOMPSON@POSILLICOINC.COM	631-255-9383
RIC-MAN INTERNATIONAL, INC.	HAMILL ANDRADE	HAMILLA@RIC-MAN.US	786-496-2640
RPU CONTRACTORS	VICTOR MENOCA	VMENOCA@RPUCORP.COM	305-776-8181

This addendum consists of **(3)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."



Date of Issuance of Addendum: MAY 9, 2024

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 4
To
WEST WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020

Bidders are hereby notified that this **Addendum No. 4** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 4** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 4** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.

Bidders shall acknowledge receipt of this **Addendum No. 4** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. Please take notice of the amendment to the project title:

All references of "Waste Water..." shall be amended to read, "West Water..."

II. The following are clarifications:

1. "Are there any existing Asbestos pipes within the work area of this project besides the AC lines to grouted?"

Response: City is not aware of any Asbestos pipes within the work area of this project

2. "Are there any known existing contamination within the vicinity of the work on this project?"

Response: City is not aware of any known existing contamination within the work area of this project

3. "What is the anticipated award date for this project?"

Response: Award is anticipated to go before City Commission by September 4, at the earliest

4. “What is the anticipated start date for construction?”

Response: Construction to start in January 2025, at the earliest

5. “Will you be providing payment of stored materials?”

Response: No, payment for stored materials will not be provided

6. “Is there any known construction with other contractors within this project that may impact the work on this contract? If so:

- a. Where is the work involved? **See Bid documents.**
- b. What type of work is it? **See Bid documents.**
- c. What are the dates anticipated?”

Response: City is not aware of any known construction that will impact this project.

7. “Is there any tree removal required in this project?”

Response: We do not anticipate any tree removal for this project.

8. “Is there any Owner or Utility companies work planned in the project boundaries.”

Response: City is not aware of other Utility Company work planned in project boundaries

9. “What is the procedure for obtaining water for construction?”

Response: Contractor to obtain temporary fire hydrant meter from the City.

10. “City is not providing the typical allowance pay item to reimburse permit fees and charges, per the Florida Permit Fee Transparency Law, please provide your permit fees for this project and identify the contact, price and fees any other municipalities or agencies requiring permits for this project. So that such costs can be included in this bid.”

Response: City will cover the cost for permits

11. “PDF page 21 of specs, 1.04 CITY WORKING HOURS, States: “Normal working hours for the project shall be an eight (8) hour period between the hours of 7:00 a.m. – 7:00 p.m., Monday through Friday.” We assume inspectors regular time would be 8am thru 6pm since the next two paragraph mention overtime for more than 40 hours. Please clarify.”

Response: Call for City inspection shall only be scheduled between Monday and Thursday only. No City inspection is to be scheduled on a Friday unless mutually agreed. However, contractor is not limited to 4 days work schedule.

12. "PDF page 21 of specs, 1.04, B, states: "...CONTRACTOR may be required to perform certain work at times of the day or night...CONTRACTOR shall comply...y without change to the contract price or time." Please provide the quantity of days this would or could occur so that such costs can be included in the bid."

Response: See bid documents for substantial and full completion days.

13. "Is a Field office required or optional?"

Response: No, field office is not required for this project

14. "PDF page 12 of specs, 1.10 INSPECTION AND TESTING, G. States: "Inspection by existing utility owners: The Contractor shall pay for all inspections during the progress of the work required and provided by the owner of all existing public utilities paralleling or crossing the Work, as shown on the Drawings. All such inspection fees shall be deemed included in the appropriate Contract Item or items, or if no specific item is provided therefore, as part of the overhead cost of the Work, and no additional payment will be made therefore." In order to include this in our costs:

- a. How many owners are there with existing public utilities paralleling or crossing the Work?
- b. Who are these owners?
- c. How frequently will they be requiring inspections?
- d. Under which circumstances will this be required?
- e. What is the anticipated length of time each specific owner will require to inspect?"

Response: Contractor to contact appropriate agencies for information on existing utilities

15. "PDF PAGE 14 OF SPECS, B. EXISTING UTILITIES. #4, States: "Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the City." We assume this applies to shown or marked utilities, since there is no way to anticipate how many utilities are unmarked nor shown on the plans, in the path of new construction, unless the City provides a quantity for bidders to provide a price to repair each one that may be damaged."

Response: Applied to City own existing utilities only

16. "PDF PAGE 106 OF SPECS call for "uniformed police officers", and further state: "...such uniformed police officers shall be as directed by the City." In order to include this cost in the bid please provide:
- The number of police officers that will be required?
 - The number of occasions with the need for uniformed police officers?
 - The hours of attendance of police officers?
 - What additional fees are associated with their use?
 - Alternatively (as other municipalities and counties have done) Provide an allowance account to reimburse for their services."

Response: City does not anticipate police to be used for this project

17. "PDF PAGE 42 OF SPECS, D. Permitting & Permit Fees. 1. "Payment for City permits (Section 01065) shall be based on a fixed percentage of the total base bid amount." What is the percentage?"

Response: City will cover the cost for permits

18. "PDF PAGE 111 OF SPECS, PROJECT IDENTIFICATION AND SIGNS, States: "Provide 1 painted sign at the site, or at each end of the Work if a linear project, or at each of the separate sites of Work, if applicable." Please clarify how many signs are required?"

Response: City anticipates three (3) signages

19. "PDF PAGE 141 OF SPECS, C. Removal of material to be salvaged states: "...Items to be salvaged: Air release valves, Sanitary manhole rings and covers, Isolation valves, Valve boxes, Fire hydrant, and valve assemblies." In order to include this cost in the bid, please provide the quantity to be salvaged of each item. We assume the City will pick up such salvaged materials."

Response: Not applicable

20. "PDF PAGE OF 162 SPECS, 3.05 FILL AND COMPACTION, F 7 states: "The Contractor shall coordinate testing with the City approved testing laboratory and shall provide monthly test results to the City in a timely manner during construction activities..." If the lab is a laboratory selected by the City, how is the contractor to provide monthly test results. Should these reports not come from the lab to the City with a copy for the contractor?"

Response: Contractor to hire a 3rd party testing lab to be approved by the City. Results will be provided to the Contractor and the City

21. "PDF PAGE 177 OF SPECS, 3.02 Concrete Cradles and Encasement, states: "Concrete cradles and encasement shall be as indicated on the Drawings, or as directed by the Engineer. All concrete cradles and anchors shall be of Class B concrete." How many "concrete cradles and encasement" will the Engineer direct, so we may include such costs in the bid?"

Response: EOR to provide estimates

22. "Will chlorination of Raw Water Mains be required? Typically chlorinating only applies to Potable Water mains."

Response: Chlorination will not be required for Raw Water Main

23. "Item 5, Site Work Restoration, This item does not differentiate between Floratam and Bahia sod. Our Sod subcontractor is requiring the quantity for each type of sod, since the cost for Floratam is significantly higher than Bahia, also the watering and maintenance of Floratam is meaningfully more than Bahia. Without a separate quantity provided, they will be estimating the average of 75% Floratam and 25% Bahia, which could result in excessive expense to the City. Other types (Bermuda etc. are even more expensive. Please establish separate pay items for the required sod types, as typically done by most municipalities."

Response: Sod replacement to match existing

24. "PDF PAGES 232, 233, 239, 1.3 1.4 and 1.5. 3.4 B, REFERENCE FKAA Please clarify the FKAA inspections?"

Response: Not applicable to this project

This addendum consists of **(5)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."



Date of Issuance of Addendum: MAY 13, 2024

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 5
To
WEST WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020

5/16/2024

Bidders are hereby notified that this **Addendum No. 5** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 5** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 5** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.

Bidders shall acknowledge receipt of this **Addendum No. 5** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. The following is a clarification to question no. 21 from Addendum No. 4:

21. "PDF PAGE 177 OF SPECS, 3.02 Concrete Cradles and Encasement, states: "Concrete cradles and encasement shall be as indicated on the Drawings, or as directed by the Engineer. All concrete cradles and anchors shall be of Class B concrete." How many "concrete cradles and encasement" will the Engineer direct, so we may include such costs in the bid?"

Amended Response: No concrete cradles or encasements are called out on the plans and are not anticipated at this time.

This addendum consists of **(1)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."



Date of Issuance of Addendum: MAY 15, 2024

5/16/2024
A

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 6
To
WEST WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020

Bidders are hereby notified that this **Addendum No. 6** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 6** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 6** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.

Bidders shall acknowledge receipt of this **Addendum No. 6** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. The following are clarifications:

"What is the procedure for obtaining water for construction?"

Response: Contractor to obtain temporary fire hydrant meter from the City. However, water required to flush the system will be provided at no cost to the contractor.

"PDF page 21 of specs, 1.04, B, states: "...CONTRACTOR may be required to perform certain work at times of the day or night...CONTRACTOR shall comply...y without change to the contract price or time." Please provide the quantity of days this would or could occur so that such costs can be included in the bid."

Response: We do not anticipate any night work to be performed during the scope of this project as this project is located within a residential area. I will review with the Engineer to modify or omit this language in the specifications.

Along with Addendum two a revise Bid worksheet was included Form 300-6.

This sheet included duplicate items listed in Form 300-7.

Please confirm if this sheet Form 300-7 is to be deleted.

Please issue a new Form 300-7.

Response: Please use the attached "Revised Bid Schedule," as advertised in Addendum 2. Form 300-8 is deleted.

This addendum consists of **(3)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."



Date of Issuance of Addendum: MAY 15, 2024

5/16/2024

CITY OF MIRAMAR
Procurement Department
ADDENDUM NO. 7
To
WEST WATER TREATMENT PLANT RAW WATER MAIN
CAPACITY IMPROVEMENTS
IN MIRAMAR, FLORIDA
INVITATION FOR BIDS No. 24-020

Bidders are hereby notified that this **Addendum No. 7** shall be attached to and made part of the above named Invitation for Bids (the "IFB") issued on March 31, 2024.

This **Addendum No. 7** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this **Addendum No. 7** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB.

Bidders shall acknowledge receipt of this **Addendum No. 7** by inserting its number and date in the Response Form titled: 'ADDENDA ACKNOWLEDGEMENT FORM,' which shall be completed and signed.

I. **The following is a clarification:**

"Will a scanned copy of the bid bond along with the rest of the proposal be sufficient? Or does the city want an original mailed to them? If yes, do you want original prior to the bid submittal date and time, do you with want with in 24 hours of the submittal date and time. Please clarify."

Response: A scanned copy, along with ALL documents is required for submittal on DEMANDSTAR.COM. Should you become the awarded vendor, we will request the originals, along with the executed contract and insurance docs. The due date for this bid will not be extended.

This addendum consists of **(1)** page(s).

In accordance with Section 1-4(a)(1) of the Solicitation, "It is the 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 the City or the compensation to be paid to the Successful Bidder."

CITY OF MIRAMAR
WEST WTP RAW WATER MAIN CAPACITY IMPROVEMENTS - IFB 24-020
REVISED BID SCHEDULE

Item	Item Description	Unit	Unit Price	Quantity	Total
1	Mobilization	LS	\$ 225,00.00	1	\$ 225,00.00
2	Demobilization	LS	\$ 199,000.00	1	\$ 199,00.00
3	Insurance and Bonds	LS	\$ 50,000.00	1	\$ 50,000.00
4	Maintenance of Traffic (MOT)	LS	\$ 30,000.00	1	\$ 30,000.00
5	Site Work Restoration				
	Sod	SY	\$ 16.00	806	\$ 12,896.00
	Asphalt Restoration	SY	\$ 96.00	1,830	\$ 175,680.00
	Re-Stripping/RPMS	LS	\$ 10,600.00	1	\$ 10,600.00
	Curb	LF	\$ 125.00	30	\$ 3,750.00
	Concrete Sidewalk	SY	\$ 165.00	20	\$ 3,300.00
	Site Work Subtotal				\$ 206,226.00
6	Water Main				
	F&I 16" DIP Water Main (Open Cut)	LF	\$ 199.00	910	\$ 181,090.00
	F&I 18" DIP Water Main (Open Cut)	LF	\$ 220.00	1,000	\$ 220,000.00
	F&I 24" DIP Water Main (Open Cut)	LF	\$ 395.00	720	\$ 284,400.00
	F&I 18" DR 11 HDPE Water Main (HDD)	LF	\$ 249.00	1,711	\$ 426,039.00
	F&I 20" DR 11 HDPE Water Main (HDD)	LF	\$ 253.00	4,930	\$1,247,290.00
	F&I 16" Tee	EA	\$ 4,100.00	1	\$ 4,100.00
	F&I 24" x 20" Tee	EA	\$ 6,800.00	1	\$ 6,800.00
	F&I 16" Restrained Plug	EA	\$ 1,025.00	2	\$ 2,050.00
	F&I 20" Restrained Plug	EA	\$ 1,610.00	1	\$ 1,610.00
	F&I 16" Gate Valve Assembly	EA	\$ 10,000.00	4	\$ 40,000.00
	F&I 18" Gate Valve Assembly	EA	\$ 19,500.00	9	\$ 175,500.00
	F&I 20" Gate Valve Assembly	EA	\$ 27,400.00	1	\$ 27,400.00
	F&I 2" ARV Assembly	EA	\$ 5,850.00	2	\$ 11,700.00
	F&I 18" 11.25° Fitting	EA	\$ 2,900.00	4	\$ 11,600.00
	F&I 20" 11.25° Fitting	EA	\$ 3,100.00	12	\$ 37,200.00
	F&I 16" DI 90° Fitting	EA	\$ 2,700.00	2	\$ 5,400.00
	F&I 18" DI 90° Fitting	EA	\$ 3,000.00	2	\$ 6,000.00
	F&I 24" DI 90° Fitting	EA	\$ 5,600.00	2	\$ 11,200.00
	F&I 16" DI 45° Fitting	EA	\$ 2,300.00	8	\$ 18,400.00
	F&I 24" DI 45° Fitting	EA	\$ 4,175.00	2	\$ 8,350.00
	F&I 18" x 16" Reducer	EA	\$ 2,060.00	5	\$ 10,300.00
	F&I 20" x 18" Reducer	EA	\$ 2,575.00	12	\$30,900.00
	F&I 24" x 18" Reducer	EA	\$ 3,215.00	1	\$ 3,215.00
	F&I 18" Fused MJ Adapter	EA	\$ 1,418.00	4	\$ 5,672.00
	F&I 20" Fused MJ Adapter	EA	\$ 1,750.00	12	\$ 21,000.00
	Water Main Subtotal				\$ 2,797,216.00
7	WTP Master Vault				
	F&I Concrete Vault	LS	\$ 186,500.00	1	\$ 186,500.00
	F&I Stainless Steel Traffic Rated Double Swing Hatch	LS	\$ 4,700.00	1	\$ 4,700.00
	F&I 24" DIP Water Main (Open Cut)	LF	\$ 659.00	55	\$ 36,245.00
	F&I 24" Mag Meter	EA	\$ 75,150.00	1	\$ 75,150.00
	F&I 24" Gate Valve Assembly	EA	\$ 31,655.00	4	\$ 126,620.00
	F&I 24" Tee	EA	\$ 11,750.00	2	\$ 23,500.00
	F&I 24" DI 90° Fitting	EA	\$ 6,300.00	2	\$ 12,600.00
	F&I 24" Restrained Plug	EA	\$ 2,800.00	1	\$ 2,800.00
	F&I 4" OS&Y Gate Valve Assembly	EA	\$ 3,000.00	1	\$ 3,000.00
	WTP Master Vault Subtotal				\$ 471,115.00
8	Canal Crossing Alternatives				
	Option 1: Aerial Crossing 16" DIP - including structural foundations and associated material per plans	LS	\$ 401,700.00	1	\$ 401,700.00
	Option 2: HDD Crossing 18" HDPE - including F&I, additional roadway restoration and MOT	LS	\$ 120,500.00	1	\$ 120,500.00
Project Total					\$ 4,099,057.00

4,099,057.00

TOTAL BASE BID AMOUNT:
Four Million Ninety-Nine Thousand Fifty-Seven Dollars and Zero Cents

(Write Amount in Figures)

TOTAL BASE BID AMOUNT: 4,099,057.00

(Write Amount in words)

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

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

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

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

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

Project/Development Name: CITY OF MIRAMAR – WASTE WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS-IFB 24-020

Contractor Company Name: Accurate Drilling Systems, Inc

Contractor Acknowledgement Mario Acevedo, Vice President

Print Name/Title



Signature

Date: 5/16/2024

END OF DOCUMENT

completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

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

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

Project/Development Name: CITY OF MIRAMAR – WASTE WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS-IFB 24-020

Contractor Company Name: Accurate Drilling Systems, Inc

Contractor Acknowledgement Mario Acevedo, Vice President
Print Name/Title


Signature

Date: May 1, 2024

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. MOT	478837	8%	Bob's Barricades, Inc 921 Shotgun Rd Sunrise Florida, 33326
2. Pre-construction video	P99000011598	3%	LP Video 1818 Elsa Street Orlando, FL 32806
3. Surveying, Asbuilts & Stake-out	L08000097453	10%	Angles Right Surveying 440 Roberts RD Oldsmar, FL 34677
4. Testing	CA#32328	15%	Pacifica Engineering 601 N Congress Ave, Ste 303 Delary Beach, FL 33445
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

HDPE Pipe

A. ISCO _____

B. _____

All other materials

A. Core & Main _____

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. Pipe, Valves and Fittings		Ferguson
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. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

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- "WASTE WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS, IFB-24-020-RE-BID

Contractor Company Name: Accurate Drilling Systems, Inc

Contractor Acknowledgement Mario Acevedo, Vice President
Print Name/Title


Signature

Date: May 1, 2024

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

- (1) CONTRACTOR'S name and address:
Accurate Drilling Systems, Inc
49 N Industrial Loop, LaBelle, FL 33935
- (2) CONTRACTOR'S telephone number: 863-674-0803
- (3) CONTRACTOR'S license: Primary classification: Underground Utility & Excavation
State License No. and Expiration Date: CUC1225661 8/31/2024
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: See Attached List Date of Inspection: 4/26/2024

- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: _____
Nielson Hoover & Co, 15050 NW 79th Court, Ste 200, Miami Lakes, FL 33016
305-722-2663, Shawn Burton

- (6) **ATTACH TO THIS BID** the resume of the person who will be designated chief construction superintendent or on-site construction manager.

- (7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

- (8) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

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

END OF DOCUMENT



Ron DeSantis, Governor

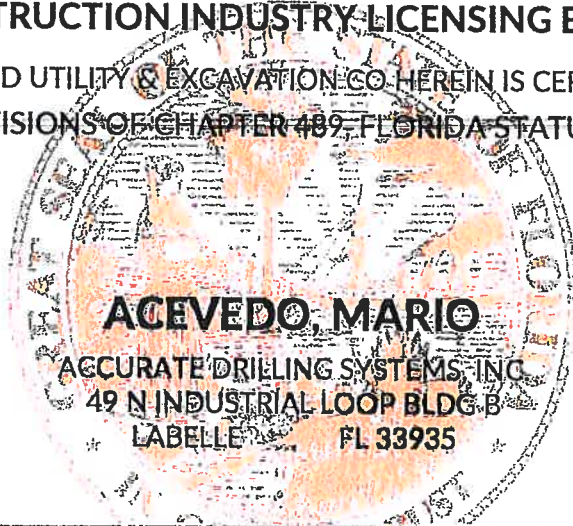
Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CUC1225661

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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.

State of Florida

Department of State

I certify from the records of this office that ACCURATE DRILLING SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 1997.

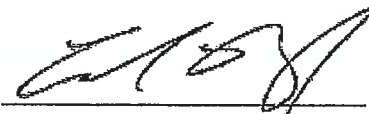
The document number of this corporation is P97000034214.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 13, 2023, 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 Thirteenth day of April, 2023*




Secretary of State

Tracking Number: 1168537038CC

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

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



49 N Industrial Loop Bldg. B.
LaBelle, FL 33935
(863) 674-0803

City of Miramar
City Clerk's Office
2300 Civic Center Place
Miramar, Florida 33025

Reference: IFBC # 24-020-Waste Water Treatment plant RW Main Capacity

On April 26, 2024, the following Accurate Drilling Systems, employees made a site visit.

Mario Acevedo, Sr-President of Accurate Drilling Systems
Larry Roof- Estimator for Accurate Drilling Systems
Refugio Median-Superintendent for Accurate Drilling Systems.

Mario Acevedo,
Vice President Accurate Drilling Systems, Inc

Mario Acevedo

PO Box 3035 LaBelle, FL 33975 ♦ accuratedrilling@gmail.com ♦ Phone (863)674-0803 ♦ Fax (863)674-0912

CHIEF EXECUTIVE OFFICER -PRESIDENT

Strategic planning • Directional Boring • Underground Utility

An Accomplished CEO & President with a distinguished 25-year career as the engaging leader of Accurate Drilling Systems, Inc. Extensive experience in operational coordination, underground utility contracts, and financial planning. Strategic thinker skilled at navigating complex situations, identifying efficient improvements, and next level success growth.

Professional Experience

ACCURATE DRILLING SYSTEMS, INC.

1997-Present

Founder, President & CEO

Lead Operational Officer and Strategic Director of directional utility contracts

- Over 24 years of Underground Drilling Experience
- Project Manager
- Locator for underground utility tickets
- Contract Coordinator
- Foreman / Supervisor
- CDL Driver (21 years' experience)
- Machine Operator:
 - Forklift
 - Backhoe
 - Vermeer Machines (underground directional drilling)

Certifications & Training

- ITE Training with Sunshine One Call of Florida (Exactix)
- Intermediate Maintenance of Traffic(MOT)
- HDPE Pipe Fusion Training
- First -aid & CPR
- DOT Safety & Compliance Training Seminar
- Job safety Training
 - Weather
 - (PPE) Personal Protection Equipment
 - Fire
 - Driving
 - Excavation

References

Name

Fredie Brady
Benny Puentes
Richard Acosta
Terrell Bridges
Rickey Barnes

Company

TB Power Creation, LLC.
Underground Utilities Services, Inc.
Mas Tec
TB Power Creation, LLC.
Pike Electric

Contact Information

(954) 605-3668
(941) 922.6706
Richard.Acosta@mastec.com
terrellbridges@tbpowercreation.com
rbarnes@pike.com

Mario E. Acevedo

PO Box 3035 LaBelle, FL 33975 ♦ ace@accuratedrilling.com ♦ Phone (863)517-4124

VICE PRESIDENT – PROJECT MANAGER – OPERATIONS DIRECTOR

Strategic planning • Directional Boring • Underground Utility

An accomplished Vice President, Project Manager and Operations Director for Accurate Drilling Systems, Inc. achieving extensive experience in operational coordination, underground utility contracts, and strategic planning. An Executive thinker skilled at navigating complex situations, identifying efficient improvements, and next level success growth.

Professional Experience

ACCURATE DRILLING SYSTEMS

2015-PRESENT

Project Manager & Operations Director

Project Manager and Operations Director of directional utility contracts and bids

- Supervisor
- Job Coordinator
- CDL Driver
- Vermeer Machine Operator
- Locate for underground utility tickets

LABELLE TIRE CENTER, LLC.

2015-PRESENT

Manager

Operational Director that trained personnel, coordinated sales, and inventory

- 6 years' experience in business management
- CDL Driver
- QuickBooks POS
- Sales

Certifications & Training

- Underground Utility Contractor License
- ITE Training with Sunshine State One Call of Florida
- OSHA-30
- First-Aid & CPR
- Job Safety Training
- Weather & Fire Hazards
- Intermediate Maintenance of Traffic (MOT)
- (PPE) Personal Protection Equipment
- DOT Safety & Compliance Training Seminar
- HDPE Fusion Training
 - ASTM F2620-19 Medium Diameter 2" IPS-20" IPS
- Supervisor Reasonable Suspicion Training
- QuickBooks Pro & POS
- Microsoft Office

References

Available upon request

NARRATIVE

Professional Engineer licensed in the State of Florida with 20 years of experience working on Heavy Civil, Roadway, Utility, and Drainage Construction Projects. This experience includes Surveying, Construction Engineering Services, Capital Improvement and Land Development Design, Horizontal Directional Drill Design, and Construction Project Management. Having worked through many different levels and aspects of construction, Mr. Schmidt has become a project driven professional, well-versed in the construction process, the required contracting/permitting, and the efficient scheduling required for a successful project.

EDUCATION

Florida Atlantic University	Boca Raton, FL
Bachelor of Science Degree in Civil Engineering	May 2012

WORK EXPERIENCE

FELIX ASSOCIATES OF FLORIDA, INC.	8/15 – 3/22
--	-------------

Project Manager

- Responsible for project performance and oversight of all aspects of projects.
- Proactively manage project budget by tracking expenses, administering owner and subcontractor billings, identifying work not covered by scope of work, and maintaining project schedule.
- Oversees general correspondence, submittals, purchase orders, subcontracts, change orders, pay request, project schedule, safety, cost control, quantity tracking, and permitting.

CAPTEC ENGINEERING, INC.	8/14 – 8/15
---------------------------------	-------------

Engineer Intern/Field Representative/Project Engineer

- Assist Project Managers in performing engineer related tasks specific to various projects
- Prepare technical reports and submittals for drainage, utility, site development, roadway, and permitting engineering documents and plans.
- Prepare bid sets and construction plans using AutoCAD.

MILESTONE CONSTRUCTION GROUP, INC.	5/12 – 7/14
---	-------------

Project Manager

- Coordinate work and project meetings with the Client, Contractor, Public Utilities and Material Testing Companies
- Manage inspection staff and track daily reports, required paperwork, project quantities, and project cost
- Review submitted change orders, contractor's monthly pay request, and shop drawings
- Implement and suggest minor design changes to meet field conditions
- Prepare, review, and format technical reports, contract documents, and proposals.

NORTHSTAR GEOMATICS, INC.	10/06 - 5/12
----------------------------------	--------------

Survey Technician

- Assisted in project planning and management for an organized workflow that would document process and meet deadlines
- Performed precise measurements and calculations to prepare survey maps and documents that accurately reflect on-site job conditions and complied with Minimum Technical Standards

Additional project history, work experience, and references available upon request.

Felipe Flores

PO BOX 3035 LaBelle, FL 33975 ♦ Felipe@accuratedrilling.com ♦ Phone (239) 810-5819

SUPERINTENDENT

Excavation • Construction Pipeline • Underground Utility

Professional Experience

ACCURATE DRILLING SYSTEMS, INC.

Pipeline Excavation Division Superintendent

2022-PRESENT

Pipeline Excavation Division Superintendent that coordinates engineering, operations, construction and maintenance activities to further execute and supervise the lay out, assembly and installation of pipe

- Logistical Coordinator
- Utilities Project Manager assistant
- Supervisor

Douglas N Higgins

2009-2022

Foreman

Lead Foreman in supervising and installing underground pipe utilities that consisted of but not limited to: water supply lines, sanitary sewer and drainage systems. Supervised the lay out, assembly and installation of heavy construction pipe

- Utilities Supervisor
- Crew Supervisor
- Project Layout & Assembly

Certifications & Training

- OSHA-30
- Asbestos
- Confined Spaces
- CPR/First Aid
- Operator-Heavy Equipment
- Forklift Operator
- Excavation
 - Trenching
 - Trench Box
- Toolbox Safety Meeting

References

Available Upon Request

Lexo J. Andres Jr.

PO Box 3035 LaBelle, FL 33975 ♦ adsinc.swfla@gmail.com ♦ Phone (863)674-0912 ♦ Fax (863)674-0912

FOREMAN

Excavation • Construction Pipeline • Underground Utility

Professional Experience

ACCURATE DRILLING SYSTEMS, INC.

Pipeline Excavation Division Foreman

March 2022-PRESENT

Pipeline Excavation Division Foreman that coordinates with Superintendent the overall project schedule and material cost estimate while supervising crew daily installation of pipe

- Logistical Coordinator Assistant
- Superintendent assistant
- Supervisor

Mancini Development Corp

2020-March 2022

Foreman

General Foreman in supervising and installing underground pipe utilities that consisted of but not limited to: water supply lines, sanitary sewer and drainage systems. Supervised the lay out, assembly and installation of heavy construction pipe

- Utilities Supervisor
- Crew Supervisor
- Project Layout & Assembly

Giannetti Contracting Corp

2016-2019

Foreman

General Foreman in supervising and installing underground pipe utilities that consisted of but not limited to: water supply lines, sanitary sewer and drainage systems. Supervised the lay out, assembly and installation of heavy construction pipe

- Utilities Supervisor
- Crew Supervisor

Certifications & Training

- OSHA-10
- Confined Spaces
- CPR/First Aid
- Operator-Heavy Equipment
- Excavation
 - Trenching
 - Trench Box
- Toolbox Safety Meeting

References

Available Upon Request



P.O. Box 3035
LaBelle FL 33975
Ph: (863) 674-0803 Fax: (863) 674-0912

Response to Question-Bidders General Information #7

Financial Information:

Banking: Synovus Bank-155 Bridge St, LaBelle, FL 33935
First 1 Bank- 316 N 15th St unit 1, Immokalee, FL 34142

Financial Statement will be provided if lower bidder.

ADS-COMPLETED PROJECTS AS OF 3/2024

Valadim i	PROJECT	LOCATION	PRIME CONTRACTOR?	CONTRACT VALUE	Start Date	COMPLETION DATE	% OF COMPLETION	OWNER REPRESENTATIVE	PHONE NUMBER
1	Golden Gem Road Construction of potable/drinking W/M, RWM and Sewer Force Main	Apopka, FL	X	\$782,608.00		9/9/2022	100.00%	Vladimir Simonovski	407-703-1731
2	Subaqueous Sewer FM Replacements (Crossings)	Naples, FL	X	\$2,844,320.09		8/16/2022	100.00%	Michelle Baines	239-213-4713
3	Harbour Drive Force Main Replacement	Naples, FL	X	\$590,658.54		7/7/2022	100.00%	Michelle Baines	239-213-4713
4	Lift Station 51 FM Replacement	Sarasota, FL	X	\$161,546.55		1/18/2022	100.00%	David W. Boswell	941-263-6452
5	Indiantown Road Raw Water Main Crossing	Jupiter, FL	X	\$699,679.00		12/2/2022	100.00%	Amanda Z. Barnes	561-741-2537
6	Fiesta Village Waste Water Treatment Plant Reuse Main Upgrade Phase II	Lee County, FL	X	\$5,259,314.20	12/7/2021	8/1/2023	100%	Robin Dennard	239-533-8881
7	Construction of the Northport 24" FM on Glades Cutoff Rd	City of Port St. Lucie, FL	X	\$3,610,989.00	1/26/2022	9/2023	100%	Carlos Camacho	772-873-6419
8	Fort Myers Shores Phase 1 B Water main Replacement	Lee County, FL	X	\$1,964,932.00	8/5/2022	7/2023	100%	Robin Dennard	239-533-8881
9	SR 434 Reclaimed Water Main Extension	City of Winter Springs, FL	X	\$2,397,386.00	3/1/2023	10/2023	100%	Cliffon Mullis	321-239-7893
10	Littleton Rd West of Corbett Rd	Lee County, FL	X	\$1,383,932.95	8/1/2023	1/2024	100%		
11	Highway 231 Aerial Water and Force Main Replacement Project	Bay County, FL	X	\$2,721,930.00	1/1/2023	12/2023	100%	Scott Nabers	850-248-8274



Horizontal Directional Drilling References

P.O. Box 3035 Labelle, FL 33975
 P: 863-674-0803, F: 863-674-0912
 E: adsinc.swfla@gmail.com

2" to 36" pipe installation
 HDPE, FPVC & Steel pipe

Contractor Name	Contractor / Project Manager	Contact Information	Project Name	Length of Bore	Size of Conduit	End Date
I2 Solutions LLC 7676 Jean Blvd Ft Myers, FL 33967	Jeff Holt	(239) 994-0343 jholt@i2solutionsllc.com	Big Carlos Bridge# 120028 Big San Carlos Pass Crossing, Ft Myers, FL FPL WR 11285935 Big Carlos Pass Bridge, Ft. Myers, FL	2,326 LF 715 LF	1-10" Directional Bore 4-1 1/4" Directional Bore (3 bores)	6/26/2023
Infatech Corporation	Matthew Petrillo	(954) 621-8104 MPetrillo@infatechcorp.com	Lumina FIBC Bridge 33 RHEL, crossing San Sebastian River, St Augustine, FL FDEP-Manatee River US-41, Crossing Manatee River, Bradenton, FL	2,070 LF	1-8" Directional Bore	6/23/2023
Hypower, Inc 5914 NW 31st Ave Fort Lauderdale, FL 3309	Caitlin (Caldwell) Vaughan	(954) 918-2049 Cvaughan@hypoworinc.com		903 LF	1-12" Directional Bore	6/12/2023
Vasi & Associates, Inc. 1226 E US Highway 92 Seffner, FL 33584	Vasile Sangeorzan	(813) 621-1361 v.sangeo@vasiandassociates.com		2,637 LF	1-6" Directional Bore	5/30/2023
Town of Jupiter Town Hall 210 Military Trail Jupiter, FL 33458	Steven F. Montemeyer	Tel: (561) 741-2710 Sfmontem@jupiter.fl.us	Indianown Road Raw Watermain Crossing Project W2011A	1,450 ft.	1-24" Directional Bore	1/2/2023
Blue Streak Telecommunications LLC 12595 SW 137th Ave. Suite 208 Miami, FL 33186	Ralph Hernandez	(305) 436-0157 rhernandez@bluestreakllc.com	WR: 0YVW18007N	3,011 ft.	1-6" Directional Bore	12/20/2022
City of Naples 735 Eighth Street Naples, FL 34102	David Morgan	Tel: (239) 213-4704 dmorgan@naplesgov.com	Subaqueous Sewer Force Main Improvements Bid# 21-032	1,326 ft. 860 ft.	1-24" Directional Bore 1-20" Directional Bore	6/7/2022
Florida Keys Electric Cooperative Association, Inc. (FKREC) 91630 Overseas Hwy. Tavernier, FL 33070	Michael J. Roberge	(305) 852-1034 michael.roberge@fkrec.com	FKREC Ocean Reef Express Underground Feeder Bore, WO# 32928	Total: 45,590 ft (46 bores)	4-3" Directional Bore	1/10/2022

Contractor Name	Contractor / Project Manager	Contact Information	Project Name	Length of Bore	Size of Conduit	End Date
Vasi & Associates, Inc 1226 E US Highway 92 Seffner, FL 33584	Vasile Sangeorzan	(813) 621-1361 vsangeo@vasiandassociates.com	Melbourne_003_WW_1, 2, 3, 4 & 5 Water Crossings	2,412 ft 1,138 ft 837 ft 480 ft 2,303 ft	1-6" Directional Bore, Hubert Humphrey Cswy 1-6" Directional Bore, Rinal Sykes Creek 1-6" Directional Bore, SR 520 1-6" Directional Bore, SR 520, Banana River	2/10/2022
Vasi & Associates, Inc. 1226 E US Highway 92 Seffner, FL 33584	Vasile Sangeorzan	(813) 621-1361 vsangeo@vasiandassociates.com	Melbourne_004_WW_5, 6 & 7 Water Crossings	4,137 ft 560 ft 590 ft	1-8" Directional Bore 1-6" Directional Bore 1-6" Directional Bore	2/10/2022
Kyle Construction, Inc 3636 Prospect Ave, Naples FL 34104	Kyle Abraham	TEL: 239-643-7059 FAX: 239-643-4679	Vanderbilt Drive & Cocohatchee River 14" Water Main Directional Bore, Project# 20203066-022	464 ft	1-14" Directional Bore	2/9/2022
Equix Energy Services, LLC 32410 Blue Star Highway Midway, FL 32343	Jegen McDermott	Tel: (850) 878-1212 JMcDermott@equixinc.com	6" Steel Gas Main Crossing under Loxahatchee River Job# 601010-21	2,500 ft	1-6" Steel Directional Bore	12/23/2021
Ric-Man Construction Florida Inc 3100 SW 15th Street Deerfield Beach, FL 33442	Christian Botome	(954) 426-1221 cbotome@rick-manfl.com	UFPL 21-0044 Miami River HDD Tamianni Job# 21-TCDD-001	761 ft	1-30" Directional Bore with 9-6" and 1-2"	10/13/2021
Metro Equipment 9416 SW 72 St. Suite 131 Miami, FL 33173	Roberto Ponce de Leon	TEL: 786-333-0096 rp@mesinc.us	City of St Pete Beach Sanitary Sewer Capacity Improvement Project	1,520 ft. 1,800 ft. 1,930 ft. 1,280 ft. 1,180 ft. 1,300 ft. 300 ft. 1,050 ft.	1-18" Directional Bore 1-18" Directional Bore 1-18" Directional Bore 1-30" Directional Bore 1-30" Directional Bore 1-30" Directional Bore 1-30" Directional Bore 1-30" Directional Bore	5/28/2021
Metro Equipment 9416 SW 72 St. Suite 131 Miami, FL 33173	Aaron Basabe	Tel: 954-451-7428	Osgrey Ave Utility Improvements	1,800 ft. 3,350 ft.	1-30" Directional Bore	Start 06/08/2020 12/10/2020
Blue Streak Telecommunications LLC 12595 SW 137th Ave. Suite 208 Miami, FL 33186	Jesse Cangiano	Tel: (954) 673-3366 j Cangiano@bluestreakllc.com	E Las Olas Blvd, WR: 9EA25011N	1,420 ft. 466 ft. 310 ft.	1-20" Directional Bore with 9-4" inside 9-4" Directional Bore 9-4" Directional Bore	9/29/2020

Contractor Name	Contractor / Project Manager	Contact Information	Project Name	Length of Bore	Size of Conduit	End Date
Hypower, Inc 5914 NW 31st Ave Fort Lauderdale, FL 3309	Eric Paul-Huss	TEL: 954-868-7854 Ep@hypowernc.com	VTUSA Phase 2	1,758 Ft 800 Ft 684 Ft 676 Ft 2,202 Ft 807 Ft 961 Ft 754 Ft 941 Ft	1-12" DB @ Loxahatchee River 1-12" DB @ Taylor Creek 1-12" DB @ Port Salerno South 1-12" DB @ Salerno North 1-12" DB @ Across St Lucie River 1-12" DB @ Rio Grand 1-14" DB @ Horse Creek 1-12" DB @ Warner Creek 1-12" DB @ Moores Creek	5/22/2020
JW Harris, Inc. 3448 Crystal Springs Rd Zephyrhills, FL 33540		TEL: (813) 426-2276 FAX: (813) 788-4350 jwhc@jwharriscontractors.com	DeSoto Bridge Gas Main Replacement Subaqueous	3942 FT.	1-8" Directional Bore	8/13/2019
Garney Construction 370 East Crown Point Rd Winter Garden, FL 34787	Dustin Pate	(205) 534-7033 dpate@garney.com	Ernie Caldwell Reclaimed Water Main Improvements Phase 1	1260 LF (Irrigation) 640 LF (Irrigation) 1320 LF (Force Main) 660 LF (Force Main)	20" Directional Bore	7/24/2019
Andrew Stetwork, LLC. 4696 Elevation Way Ft. Myers, FL 33905	Brian P. Brandfass	TEL: 239-226-1606 FAX: 239-226-1605 brian@andrewstetwork.com	Memorial Causeway Subaqueous Pipelines	1,524 ft 2,288 ft	1-20" Directional Bore 1-24" Directional Bore	5/9/2019
Diversified Underground Services, Inc 850 Courtyard St Suite A2 Orlando, FL 32804	Jay Wilkinson	Cell: 352-815-0124 j.wilkinson@duisinc.us	Gulf Intracoastal Waterway ACOB 8	4,229 ft	1-10" Directional Bore	1/31/2019
Hypower, Inc. 5914 NW 31st Ave Fort Lauderdale, FL 3309	Eric Paul-Huss	TEL: 954-868-7854 Ep@hypowernc.com	AAF-C16-PHASE II: FLORIDA EAST COAST RAILWAY	1,303 Ft 2,317 FT 1,100 FT 1,294 FT	1-14" Directional Bore	9/12/2018
Cabana Construction of SW FL, Inc P.O. Box 61646 Ft. Myers, FL 33906	Ken Cabana Optional Contact Mart Cabana	TEL: 239-332-1665 FAX: 239-332-4836 TEL: 239-332-1668	Central AWWTP Trunk Sanitary Sewer Replacement	1040 ft.	1-36" Directional Bore	7/26/2018
Casper & Colosimo Sons 5170 Cambells Run Rd Pittsburgh, Pa 15205	Mr. Norm	Tel: 321-258-8136	LCBC Captiva Island Subaqueous Power Cable Installation	2446 ft. 640 ft.	1-8" Directional Bore	7/24/2018


Contractor Name	Contractor / Project Manager	Contact Information	Project Name	Length of Bore	Size of Conduit	End Date
MasTec North America, Inc 7223 Dr. Martin Luther King Blvd. E Tampa, FL 33619	Manuel Arismendy	manuel.arismendy@mas-tec.com	The Gallison	803 ft.	1-6" Directional Bore	12/13/2017
<i>Hypower, Inc.</i> 5914 NW. 31st Ave. Fort Lauderdale, FL 3309	Eric Paul-Hus	TEL: 954-868-7854 Eph@hypowerinc.com	FPL Geneva	5,165 ft. 100 ft. 120 ft.	1-10" Directional Bore 1-6" Directional Bore 1-6" Directional Bore	12/11/2017
MasTec North America, Inc 7223 Dr. Martin Luther King Blvd. E Tampa, FL 33619	Manuel Arismendy	manuel.arismendy@mas-tec.com	Birth Ocean Front	1,450 ft.	1-6" Directional Bore	11/9/2017
<i>Electricom, LLC.</i> 15894 Brothers Ct. Suite 2 Ft. Myers, FL 33912	Tony Pasquella St. Director Natural Gas Division	TEL: 704-618-7279 tpasquella@electricominc.com	Gas Main Replacement: US 301 at Ogeechee River	3,300 ft.	1-8" Directional Bore	11/6/2017
K3 Directional Drilling, Inc 7857 SW Elipse Way Stuart, FL 34997	Lewis Krautz	TEL: 772-600-7118 FAX: 772-600-7661	AT&T COMMUNICATION CABLE REPLACEMENT/SR80 AND ICW/W WEST PALM BEACH, FLORIDA	1,812 Ft.	3-1.5" 8" Pipe	9/19/2017
<i>Danella Utility Construction, Inc.</i> 170 Commerce Rd. Unit 5 Boynton Beach, FL 33426	Freddie Brady	TEL: 561-327-5320	FPL Swimming Hall of Fame Subaqueous	750 ft.	9-6" Directional Bore	4/17/2017
Southern Underground Industries, Inc. 5979 NW 151 St Suite #102 Miami, FL 33014	Juan Barreneche	TEL: 954-650-4699	Simpson Rd 30" Water Main Job #16-097 Thothopeteliga Water Authority	315 ft. 1,080 ft.	1-30" Directional Bore 1-30" Directional Bore	3/20/2017
<i>Metro Equipment</i> 9416 SW 72 St. Suite 131 Miami, FL 33173	Roberto Ponce de Leon	TEL: 786-333-0096 rp@mesinc.us	Tierra Verde Bridge Utilities Replacement	1960 ft. 370 ft.	1-16" & 2-8" DB 1-16" & 2-8" DB	3/2/2017
FELIX ASSOCIATE OF FLORIDA, INC. 1526 SW Kansas Ave. Stuart, FL 34998	Adam Schmidt	Cell: (772) 220-2723	Southern Boulevard Watermain Relocation	1816 Ft. 1007 Ft.	1-16" DB WM across ICW 1-16" WM across Tide Relief Canal	9/28/2016

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Hendry)

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: May 1, 2024

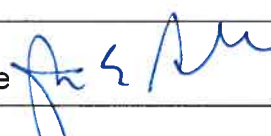
BY: 
(Signature)

NAME: Mario Acevedo
(Print)

TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of May, 2024, by Mario Acevedo, who is personally known to me X or has produced _____ as identification.

John E Schoenle 
Notary Public
State of Florida at Large

My commission expires: 3/28/2027



JOHN E. SCHOENLE
Notary Public
State of Florida
Comm# HH379860
Expires 3/28/2027

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 Mario Acevedo
for Accurate Drilling Systems, Inc
whose business address is 49 N Industrial Loop, LaBelle, FL 33935

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3456452

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

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

shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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


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

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

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

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

DATED: May 1, 2024

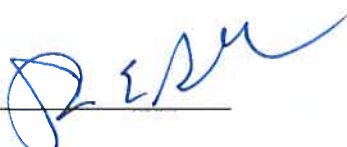
BY: 
(Signature)

NAME: Mario Acevedo
(Print)

TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of May, 2024, by Mario Acevedo, who is personally known to me X or has produced _____ as identification.

John E Schoenle 
Notary Public
State of Florida at Large

My commission expires: 3/28/2027

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "WASTE WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS"

Project Number: IFB No. 24-020

Project Location: The Project is located at 4100 S. Flamingo Road, Miramar, Florida, 33027.

Instructions:

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

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

CERTIFICATION

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

Ten Thousand Three Hundred Eighty Dollars and Zero Cents Dollars \$ 10,380.00
(Written) (Figures)

(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:


[Signature]
Witness
[Signature]
Witness

By: [Signature]
Mario Acevedo
(Print Name)
Vice President
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of May, 2024, by Mario Acevedo, who is personally known to me X or has produced _____ as identification.

John E Schoenle [Signature]
Notary Public
State of Florida at Large
My commission expires: 3/28/2027

 **JOHN E. SCHOENLE**
Notary Public
State of Florida
Comm# HH379860
Expires 3/28/2027

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. In order to have a drug-free workplace program, a business shall:

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

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



May 1, 2024

Bidder's Signature

Date

Mario Acevedo

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of May, 2024, by Mario Acevedo, who is personally known to me X or has produced _____ as identification.

John E Schoenle
Notary Public
State of Florida at Large



My commission expires: 03/28/2027



JOHN E. SCHOENLE
Notary Public
State of Florida
Comm# HH379860
Expires 3/28/2027

END OF DOCUMENT

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Accurate Drilling Systems, Inc

Address: 49 N Industrial Loop. LaBelle, FL 33935

Phone No.: 863-5174-9778

Email Address: John@accuratedrilling.com

Contact Person (Regarding This Form): John Schoenle

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.

Business is claiming the CBE/SBE Preference; YES ___ NO X

A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

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

(Choose below as applicable)

Business is claiming local Business Preference YES ___ NO X

Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

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

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

Submit - Section 13, the Business Employing Miramar Residents Affidavit.

END OF DOCUMENT

N/A

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

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

Vendor: _____

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 PROPOSAL NON-RESPONSIVE**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ACCURATE DRILLING SYSTEMS, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 3035	Requester's name and address (optional)
6 City, state, and ZIP code LABELLE, FL 33975	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
5	9		-	3	4	5	6	4	5	2

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>05/08/2022</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Accurate Drilling Systems, Inc, hereinafter "the Corporation", existing under the laws of the State of Florida, held on April 24, 2024, the following resolution was passed and adopted: "BE IT RESOLVED THAT Mario Acevedo (name), as Vice President (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 24th day of April, 2024.


Secretary



END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

N/A

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)

n/A

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



Accurate Drilling Systems, Inc
(Name of Corporation)

- END OF DOCUMENT-

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS that we, Accurate Drilling Systems, Inc., 49 N. Industrial Loop, Building B, LaBelle, FL 33935, as principal, and Harco National Insurance Company, 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609, 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 Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR-WASTE WATER TREATMENT PLANT RAW WATER MAIN CAPACITY IMPROVEMENTS" IFB-24-020, 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 May 02, 2024.

For:
City of Miramar-Waste Water Treatment Plant Raw Water Main Capacity Improvements, IFB-24-020

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 2nd day of May, 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:

[Signature]
Witness
[Signature]
Witness

Mario Arcebo
(Individual or Partnership Principal)
79 n Industrial Loop
(Business Address)
La Belle, FL 33935
(City, State, Zip)

863-674-0803
(Business Phone)



ATTEST:

Secretary

Accurate Drilling Systems, Inc.
(Corporate Principal)*

By: [Signature]

Vice President
(Title)

ATTEST: As per attached Power of Attorney

Witness:

[Signature]
Secretary Alicia Anglillo

Harco National Insurance Company
(Corporate Surety)*

*Impress Corporate Seal
By: [Signature]
Charles J. Nielson, 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

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JARRETT MERLUCCI, DAVID R. HOOVER, BRETT ROSENHAUS, CHARLES J. NIELSON, CHARLES D. NIELSON, JOSEPH P. NIELSON

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



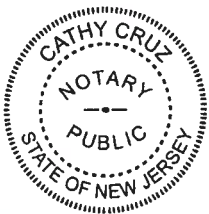
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 02, 2024

Irene Martins, Assistant Secretary

REFERENCE QUESTIONNAIRE

Reference for Contractor: Accurate Drilling Systems, Inc
 Agency Giving Reference: City of Winter Springs
 Person Giving Reference: Julia Felter
 Telephone: 407-768-3239
 E-Mail: julia.Felter@Kimley-horn.com
 Name of Project Completed by Contractor: SR 434 RWM Extension
 What was the Dollar value of the Project: \$2,485,916
 What was the Completion Date of the Project: 9/2023
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	X				
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?	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	X				
How would you rate the contractor's project management, including management of sub contractors?	X				
Would you use the contractor 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.

Print Name: Julia Felter

Title: Project Engineer

Sign Name: 

Date: 4/18/2024

Additional Comments: _____

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

REFERENCE QUESTIONNAIRE

Reference for Contractor: Accurate Drilling Systems, Inc
 Agency Giving Reference: Lee County
 Person Giving Reference: Robin Dennard
 Telephone: 239-533-8837
 E-Mail: Rdennard@leegov.com
 Name of Project Completed by Contractor: Ft Myers Shores Phase 1B-WM Replacement
 What was the Dollar value of the Project: \$1,964,943
 What was the Completion Date of the Project: 7/2023

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

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	X				
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?	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 contractor's project management, including management of sub contractors?		X			
Would you use the contractor 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.

Print Name: Brad Daigle Title: Project Manager

Sign Name: *Brad Daigle* Date: 4/19/2024

Additional Comments: ADS completed the project in subject on time and under budget. They were responsive and addressed any and all issues on site in a timely manner.

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

REFERENCE QUESTIONNAIRE

Reference for Contractor: Accurate Drilling Systems, Inc
 Agency Giving Reference: City of Port Saint Lucie
 Person Giving Reference: Carlos Camacho
 Telephone: 772-873-6419
 E-Mail: Ccamacho@cityofpsl.com
 Name of Project Completed by Contractor: Construction of Northport 24" FM on Glades Cutoff
 What was the Dollar value of the Project: \$3.6 Million
 What was the Completion Date of the Project: 01/2023

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

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: Carlos Camacho, PE Title: Professional Engineer

Sign Name: *Carlos Camacho, P.E.* Date: 04/19/2024
2024.04.19 19:04:15-04'00

Additional Comments: ADS is an excellent company to work with.

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

CITY OF MIRAMAR

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

In consideration of being permitted to enter, visit or tour the Waste Water Treatment Plant ("Project Premises") with the property address of: 4100 S. Flamingo Road, Miramar, Florida, 33027, for inspection in relation to IFB-24-020, by signing below the UNDERSIGNED HEREBY:

1. ACKNOWLEDGES THAT THE VISIT TO OR TOUR OF THE PROJECT PREMISES IS POTENTIALLY HAZARDOUS and involves certain risks, including the risks of serious bodily injury, death, and property damage.
2. ASSUMES FULL AND SOLE RESPONSIBILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the visit to or tour of the Project Premises, whether caused by the negligence of the Releasees or otherwise.
3. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City of Miramar ("City"), its officers, officials, agents, and employees ("Releasees"), from and for any and all claims, losses, or damages, and any claims or demands therefore (including, without limitation, legal fees and disbursements) on account of bodily injury, death, or property damage (including the loss therefrom) arising out of, from, or in any manner related or connected to the visit to or tour of the Project Premises or the entry by the UNDERSIGNED upon the Project Premises, whether caused by the negligence of the Releasees or otherwise.
4. AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or use of the Project Premises. Notwithstanding any provision or agreement to the contrary, UNDERSIGNED shall defend, indemnify and hold harmless the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or occupancy of the Project Premises.
5. AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEES, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This Release sets forth all agreements and understandings of UNDERSIGNED with respect to the subject matter hereof.
6. AGREES TO ABIDE by the City's safety policies and procedures, criteria and requirements at the Project Premises, and all safety instructions and directions provided by the City at the Project Premises.

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

By:  _____
Releasor's signature

Print Name: Larry Roof

Company Name: Accurate Drilling Systems, Inc

Title: Estimator

Date: April 11, 2024



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

Accurate Drilling Systems

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation
ACCURATE DRILLING SYSTEMS, INC.

Filing Information

Document Number	P97000034214
FEI/EIN Number	59-3456452
Date Filed	04/15/1997
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/24/2003
Event Effective Date	NONE

Principal Address

49 N INDUSTRIAL LOOP
BUILDING B
LABELLE, FL 33935

Changed: 03/22/2017

Mailing Address

P O BOX 3035
LABELLE, FL 33975

Changed: 02/08/2013

Registered Agent Name & Address

ACEVEDO, MARIO
465 CASE RD.
LABELLE, FL 33935

Name Changed: 03/27/2008

Address Changed: 03/27/2008

Officer/Director Detail

Name & Address

Title President

ACEVEDO, MARIO
P.O. BOX 3035
LABELLE, FL 33975

Title CFO

ACEVEDO, FATIMA
P O BOX 3035
LABELLE, FL 33975

Title VP

ACEVEDO, MARIO E
P.O.BOX 3035
LABELLE, FL 33975

Annual Reports

Report Year	Filed Date
2021	03/24/2021
2021	04/21/2021
2022	04/15/2022

Document Images

04/15/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/24/2021 -- ANNUAL REPORT	View image in PDF format
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03/12/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
02/28/2014 -- ANNUAL REPORT	View image in PDF format
02/08/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
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04/08/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
03/27/2008 -- ANNUAL REPORT	View image in PDF format
02/23/2007 -- ANNUAL REPORT	View image in PDF format
02/27/2006 -- ANNUAL REPORT	View image in PDF format
04/14/2005 -- ANNUAL REPORT	View image in PDF format
04/08/2004 -- ANNUAL REPORT	View image in PDF format
12/24/2003 -- Name Change	View image in PDF format
04/07/2003 -- ANNUAL REPORT	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
04/05/2001 -- ANNUAL REPORT	View image in PDF format
05/31/2000 -- ANNUAL REPORT	View image in PDF format
05/10/1999 -- ANNUAL REPORT	View image in PDF format
06/01/1998 -- ANNUAL REPORT	View image in PDF format
04/15/1997 -- Domestic Profit Articles	View image in PDF format



My Company Profile

Company Information

Company Name

Accurate Drilling Systems, Inc.

Doing Business As (DBA)

Company ID

1650944

Enrollment Date

Mar 05, 2021

Employer ID Number

593456452

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2024

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 have ADDITIONAL INSURED provisions or 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 AWA Insurance Agency 13700 Six Mile Cypress Pkwy Suite# 1 Fort Myers FL 33912	CONTACT NAME: Bruce Ingram PHONE (A/C, No, Ext): 239-418-1100 E-MAIL ADDRESS: bruce@awainsurance.com		FAX (A/C, No): 239-418-1164
	INSURER(S) AFFORDING COVERAGE		
INSURED Accurate Drilling Systems Inc PO Box 3035 LaBelle FL 33975	ACCURDRI-01	INSURER A : Continental Ins Co-CNA	NAIC # 35289
		INSURER B : Continental Casualty Company	20443
		INSURER c : Valley Forge Insurance Company	20508
		INSURER d : Nautilus Insurance Co	17370
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 788761410

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 CERTIFICATION 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7018726209	5/27/2023	5/27/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7018726193	5/27/2023	5/27/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7018726212	5/27/2023	5/27/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7039513500	5/27/2023	5/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Pollution			CPL203486111R	5/27/2023	5/27/2024	Occurrence Aggregate	1,000,000/2000000
B	Inland Marine			7018714061	5/27/2023	5/27/2024	Blanket Limit	7,119,195

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

CERTIFICATE HOLDER**CANCELLATION**

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

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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ACCURATE DRILLING SYSTEMS, INC.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 3035</p> <p>6 City, state, and ZIP code LABELLE, FL 33975</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	-	3	4	5	6	4	5	2

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 05/08/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



This Certifies that
MARIO ACEVEDO

Has Completed a Florida Department of Transportation
Approved Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 02/18/2026
Instructor: Michael Hernandez

Certificate #82051
FDOT Provider #249

myTTCOnline
Phone: 407-904-0205
33 Geneva Dr. Ste. 621394
Oviedo, FL 32762
support@myttconline.com

myTTCOnline

2023-2024

Hendry County Business Tax Receipt

Issued By: Patrick B Langford, Hendry County Tax Collector

RECEIPT EXPIRES: 9/30/2024

RECEIPT NUMBER

3388

Business Type
230001 CONSTRUCTION Employees

BUSINESS ID: 5638

ACCURATE DRILLING SYSTEMS INC
ACEVEDO MARIO
PO BOX 3035
LABELLE, FL 33975

LOCATION 465 CASE RD #B
LABELLE, FL 33935

PAID \$9.00 Sep 5, 2023, 12:54:53 PM

Quantity	Amount	Total	Renewal	Penalty	Total
5	9.00	9.00	9.00	0.00	9.00



X *[Signature]*

I SWEAR THAT THIS APPLICATION FOR RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.
THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE INCLUDING ZONING.



IFB 24-020, WWTP RAW WATER MAIN CAPACITY IMPROVEMENTS

BIDS DUE: MAY 16, 2024 @ 2:00 P.M.

#	COMPANY NAME	(VENDOR SUBMITTED) TOTAL BASE BID AMOUNT	(CITY CORRECTED) TOTAL BASE BID AMOUNT	OPTION 1: Aerial Crossing 16" DIP- including structural foundations and associated material per plans	OPTION 2: HDD Crossing 18" HDPE- including F&I, additional roadway restoration and MOT	CBE/SBE/LOCAL
1	ACCURATE DRILLING SYSTEMS, INC.*	\$4,099,057.00	\$3,978,557.00	\$401,700.00	\$120,500.00	NO/NO/NO
2	AMICI ENGINEERING CONTRACTORS, LLC.	\$4,992,116.20	\$4,310,063.20	\$428,500.00	\$253,553.00	NO/NO/NO
3	CONTI, LLC.	\$5,294,065.00	\$5,624,365.00	\$220,000.00	\$145,000.00	NO/NO/NO
4	DAVID MANCINI & SONS, INC.	\$7,753,234.00	\$7,198,234.00	\$240,000.00	\$315,000.00	NO/NO/NO
5	DBE MANAGEMENT, LLC d/b/a DBE UTILITY SERVICES	\$5,050,365.00	\$5,050,365	\$381,590.00	\$328,434.00	NO/NO/NO
6	JVA ENGINEERING, INC.	\$5,791,689.00	\$5,246,089	\$443,600.00	\$102,000.00	NO/NO/NO
7	METRO EQUIPMENT SERVICES, INC.	\$6,774,313.00	\$6,633,313	\$102,000.00	\$39,000.00	NO/NO/NO
8	RIC-MAN INTERNATIONAL, INC.	\$7,462,225.95	\$6,911,225.90	\$274,000.00	\$289,000.00	NO/NO/NO
9	SOUTHERN UNDERGROUND	\$4,529,994.00	\$4,565,364.00	\$250,000.00	\$90,000.00	NO/NO/NO

NOTE: Offers listed from the Vendors herein are 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.

* The lowest responsive, responsible and Successful Bidder.