

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

Meeting Date: June 17, 2025

Presenter's Name and Title: Mark Williams, Field Operation Manager, on behalf of the Utilities Department, and Alicia Ayum, Procurement Director, on behalf of the Procurement Department

Prepared By: Mark Williams, Field Operations Manager (Wastewater Collection)

Temp. Reso. Number: 8410

Item Description: Temp. Reso. #R8410, APPROVING THE FIRST ONE-YEAR RENEWAL WITH INLINER SOLUTIONS, LLC, IN A NOT-TO-EXCEED AMOUNT OF \$1,500,000 INCLUSIVE OF A 3% PRICE ESCALATION FOR THE PROVISION OF SEWER SYSTEM REHABILITATION AND IMPROVEMENTS SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH INLINER SOLUTIONS, LLC. (Utilities Field Operation Manager Mark Williams 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 in the amount of \$1,500,000 is available in Utilities, Account No. 410-55-811-535-000-606510-52103 entitled "CIP- Construction".


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8410**
 - **Exhibit A:** First One-Year Renewal Agreement with Inliner Solutions, LLC.
- **Attachment(s)**
 - **Attachment 1:** Executed Agreement with Inliner Solutions, LLC.
 - **Attachment 2:** Resolution No. 24-97 – Award of Contract to Inliner Solutions, LLC.
 - **Attachment 3:** Approved 90-Day Time Extension



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

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

DATE: June 11, 2025

RE: Temp. Reso. No. 8410, Annual Renewal of Contract with Inliner Solutions, L.L.C.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso No. 8410, approving the first one-year renewal agreement with Inliner Solutions, LLC. for sewer system rehabilitation services in a not-to-exceed amount of \$ 1,500,000, inclusive of a price escalation of 3% across all items in the original bid.

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

BACKGROUND: The City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the Wastewater Collection System which provides sewer services to the residents and businesses of the City of Miramar. The City operates and maintains over 275 miles of gravity sewer mains, 82 miles of sanitary force mains and over 7,060 sanitary manholes.

DISCUSSION: The intent of this contract is to extend the useful life of the sanitary sewer collection system using trenchless technologies that minimize both cost and disruption to the public. The rehabilitation method for the sewer collection pipes uses the state-of-the-art, styrene odor-mitigated cured-in-place pipe ("CIPP") method. The sewer manhole rehabilitation methods include Cured-in-Place Manhole (CIPMH) installations and cementitious and epoxy-based coating applications. Typical work assigned under this contract includes pipe and manhole cleaning, closed-circuit television ("CCTV") inspection, limited excavation for pipe, lateral, and manhole repairs, bypass pumping,

installation of CIPP liners ranging from 8 and greater in diameter, manhole and lateral rehabilitation, and other related activities.

ANALYSIS: Sanitary sewer rehabilitation programs are essential to prevent infiltration and inflow (I&I), reduce the risk of sanitary sewer overflows, and extend the lifespan of aging infrastructure. By restoring structural integrity and improving flow efficiency, rehabilitation helps protect public health and the environment, ensures compliance with regulatory standards, and reduces long-term maintenance and treatment costs.

The general contractor requested a 3% price escalation to be applied to the original bid unit prices. The Consumer Price Index (CPI) climbed 3% in 2024. Utilities staff believes that the requested price escalation of 3% is warranted, fair, and reasonable.

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL WITH INLINER SOLUTIONS, LLC IN A NOT-TO-EXCEED AMOUNT OF \$1,500,000 INCLUSIVE OF A 3% PRICE ESCALATION CLAUSE FOR THE PROVISION OF SEWER SYSTEM REHABILITATION AND IMPROVEMENTS SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH INLINER SOLUTIONS, LLC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 17, 2024, the City Commission of the City of Miramar adopted Resolution No. 24-97 approving the award and execution of Wastewater Collection System Rehabilitation and Improvement (“Original Agreement”) with Inliner Solutions, LLC., for an initial term of one year, with two additional one-year renewal options; and

WHEREAS, on May 29, 2024, the Utilities Department issued the Notice to Proceed to Inliner Solutions, LLC.; and

WHEREAS, on April 8, 2025, a 90-day extension was issued to continue the agreement for operational purposes; and

WHEREAS, the City wishes to exercise the option to renew the Wastewater Collection System Rehabilitation and Improvements Agreement with Inliner Solutions, LLC. for the first one-year renewal period; and

WHEREAS, in accordance with Section 2-412 (c) of the City Code, when a contract is entered by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewal; and

WHEREAS, the Contractor has requested a 3% equitable price adjustment across all line items as part of this renewal; and

WHEREAS, in accordance with Article 41 of the Agreement, Equitable Adjustment, the City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing; and

WHEREAS, the City agrees to the Contractor's request for an equitable price adjustment across all line items as part of this renewal; and

WHEREAS, the City Manager recommends approval of the first one-year renewal agreement with Inliner Solutions, LLC in a not-to-exceed amount of \$1,500,000 inclusive of the 3% price escalation for the provision of sewer system rehabilitation and improvement services; and

WHEREAS, the City Commission deems it to be in the best interest of the residents and citizens of the City of Miramar to approve the first one-year renewal agreement with Inliner Solutions, LLC in a not-to-exceed amount of \$1,500,000 inclusive of a 3% price escalation for the provision of sewer system rehabilitation and improvement services and authorizes the City Manager to execute the First Renewal Agreement attached hereto as "Exhibit A;" and

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

Section 1: The foregoing Recitals are true and correct and are incorporated and made a part of this First Renewal Agreement.

Section 2: That it approves the first one-year renewal agreement with Inliner Solutions, LLC is a not-to-exceed amount of \$1,500,000 inclusive of a 3% price escalation for the provision of sewer system rehabilitation and improvement services.

Section 3: That the City Manager is authorized to execute the First Renewal Agreement attached hereto as Exhibit "A," together with such non-substantial changes as are deemed appropriate by 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 in order to carry out the aims of this Resolution.

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

Temp. Reso. No. 8410

4/7/25

6/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**FIRST RENEWAL AGREEMENT
FOR
Wastewater Collection System Rehabilitation and Improvements**

This Agreement (the “First Renewal Agreement”) is entered into between the City of Miramar (hereinafter “the City”) and INLINER SOLUTIONS, LLC (hereinafter “the Provider”).

RECITALS:

WHEREAS, on April 17, 2024, through the adoption of Resolution No. 24-97, the City approved the award of Invitation for Bids No. 24-005 entitled “WASTEWATER COLLECTION SYSTEM REHABILITATION AND IMPROVEMENTS (the “IFB”) to the Provider; and

WHEREAS, the City entered into an Agreement for “WASTEWATER COLLECTION SYSTEM REHABILITATION AND IMPROVEMENTS with the Provider for an initial term of one year with the option to renew for two additional one-year terms (the “Original Agreement”); and

WHEREAS, on May 29, 2024, the Utilities Department issued the Notice to Proceed to the Provider and established the commencement date of the agreement.; and

WHEREAS, the initial term of the agreement expired on May 28, 2025; and

WHEREAS, on April 8, 2025, a 90-day extension was added to the agreement for operational purposes only in accordance with Section 2.14(e) of the IFB; and

WHEREAS, in accordance with Section 2-412 (c) of the City Code, when a contract is entered by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewal; and

WHEREAS, the City wishes to exercise the option to renew the Wastewater Collection System Rehabilitation and Improvements Agreement with the Provider for the first one-year renewal period from May 29, 2025 to May 28, 2026; and

WHEREAS, the Contractor has requested, a 3% equitable price adjustment across all line items as part of this first renewal term as shown in the Contractor's Letter of Request attached as **Exhibit 1**; and

WHEREAS, in accordance with Article 41 of the Agreement, "Equitable Adjustment", the City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing; and

WHEREAS, the City agrees to the Contractor's request for a 3% equitable price adjustment across all line items as part of this renewal as shown in the revised Bid Sheet attached as **Exhibit 2**; and

WHEREAS, on _____, 2025 the City Commission adopted Resolution No. _____ approving this First Renewal Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this First Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this First Renewal Agreement.
2. That there shall be an increase of 3% in price across all line items in the Original Agreement as shown in the revised Bid Sheet attached as **Exhibit 2**.
3. The Original Agreement, as amended, shall be renewed for the first one-year term commencing May 29, 2025 and will expire May 28, 2026.
4. All covenants, terms, and conditions contained in the Original Agreement, with the sole exception with the price, shall remain in full force and effect throughout this First Renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

[THE REMAINDER OF THIS AGREEMENT IS LEFT INTENTIONALLY BLANK]

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated: _____

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

PROVIDER

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1



Tuesday, February 4, 2025

Attn: Mark Williams
City of Miramar
13900 Pembroke Rd
Miramar, FL 33027

Project: IFB 24-005 - Wastewater Collection System Rehabilitation and Improvements
Re: Request for an Equitable Price Adjustment

Mr. Williams,

As you are aware, over the last few years, business in general, but the construction industry specifically, has faced an unprecedented and unforeseen escalation in the cost of raw materials, supplies, and labor. These increases, combined with the disruptions in the supply chain, are well documented and widely reported in the media.

The Consumer Price Index (CPI) climbed 3% year over year through June 2024 (source: <https://www.bls.gov/opub/ted/2024/consumer-prices-up-3-0-percent-from-june-2023-to-june-2024.htm>). As evidenced by the index, the cost increases adversely affect the economics of this contract. While at a more moderate rate, prices have continued to climb through the balance of 2024 and into the beginning of 2025.

Accordingly, we are requesting an equitable price adjustment of 3% across all line items as part of this renewal. We are not seeking to increase our profit margin, but to maintain the financial structure of the original bid.

On behalf of Inliner Solutions, we extend our thanks to the City of Miramar for the opportunity to participate in the revitalization of the City's sanitary sewer system. We furthermore express our appreciation for the City's consideration of this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Richard Herrmann".

Richard Herrmann
Area Director-Florida

REVISED BID SHEET**CITY OF MIRAMAR – WASTEWATER COLLECTION REHABILITATION AND IMPROVEMENTS**

IFB NO. 24-005

SCHEDULE OF BID PRICES**Bid Package 1 - Sanitary Sewer Trenchless Reconstruction**

All bid items, unless otherwise specified, shall be inclusive of furnishing all material and labor for the complete installation of the bid item, inclusive of any necessary removal and disposal. Installation shall be completed in accordance with the specifications. The quantities provided are estimated per year for bidding purposes and may vary based on the actual work throughout the duration of the contract. The City of Miramar (City) is not obligated to purchase any minimum or maximum amount during the life of the contract. Unit costs for all bid items shall not be changed in the event of overruns or underruns.

General

¹Mobilization shall be per work order as defined by the City. Each work order may include more than one individual project. The unit price for mobilization shall not exceed \$4,000 for non-emergency mobilization.

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Mobilization/Demobilization including Traffic Control ¹	LS/WO	Lump sum	\$3,399.00	\$3,999.00

Trenchless Pipe Reconstruction System – CIPP

2b	8" Dia. Sanitary Sewer Mains 6.0 mm	LF	15,000	\$41.20	\$618,000.00
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Ancillary Services

13	Easement Access, additional				
13a	≤ 15" Diameter	LF	1	\$9.27	\$9.27
13b	> 15" Diameter	LF	1	\$20.60	\$20.60
14	Service Leak Sealing with Pressure Grouting	EA	1	\$618.00	\$618.00

17	Root Removal				
17a	8"-10" Diameter	LF	1	\$3.09	\$3.09
Miscellaneous					
20	Miscellaneous Charges (10% maximum allowed markup)			10.00%	\$62,205.00
TOTAL SECTION A =					\$684,254.9 6
Bid Package 2 - Sewer Cleaning and Televising Inspection					
	<i>All bid items, unless otherwise specified, shall be inclusive of furnishing all material and labor for the complete installation of the bid item, inclusive of any necessary proper removal and disposal. Contractor shall provide disposal receipts (i.e., dump tickets) as part of the work. The quantities provided are estimated per year for bidding purposes and may vary based on the actual work throughout the duration of the contract. The City of Miramar (City) is not obligated to purchase any minimum or maximum amount during the life of the contract. Unit costs for all bid items shall not be changed in the event of overruns or underruns.</i>				
General					
	<i>¹Mobilization shall be per work order as defined by the City. Each work order may include more than one individual project. The unit price for mobilization shall not exceed \$4,000 for non- emergency mobilization.</i>				
Ite m No.	Description	Units	Quantity	Unit Price	Total Price
1a	Mobilization/Demobilization including Traffic ¹	LS/WO	1	\$2,987.00	\$2,987.00
Sewer Line Cleaning					
2a	Heavy Cleaning from Right of Way - 8"-10" Diameter	LF	1	\$3.09	\$3.09
3a	Root Removal - 8"-10" Diameter	LF	1	\$3.09	\$3.09

4a	Heavy Cleaning from Side and/or Rear Easements - 8" Diameter	LF	7,500	\$4.12	\$30,900.00
6	Manhole Clean/Jet-vac	EA	1	\$118.45	\$ 118.45
CCTV pipe and manhole inspection with PACP/CUES Granite XP compatibility					
7	Mobilization/Demobilization including Traffic ¹	LS/VO	1	\$2,987.00	\$2,987.00
8a	CCTV pipe inspection - includes light cleaning - 8"-10" Diameter	LF	15,000	\$2.58	\$38,625.00
8b	CCTV pipe inspection - includes light cleaning - 12"-15" Diameter	LF	1	\$3.09	\$3.09
9	Manhole Inspection	EA	1	\$118.45	\$118.45
Miscellaneous					
12	Miscellaneous Charges (10% maximum allowed markup)			10.00%	\$7,574.52
TOTAL SECTION B =					\$83,319.69
Manholes and Gravity Main Appurtenances					
11a	Built up Type Manhole-4' diameter - Cementitious	VF	900	\$170.98	\$153,882.00
11d	Precast Type Manhole-4' diameter - Cementitious	VF	120	\$164.80	\$19,776.00
11n	Bench/invert Repair - Replacement	EA	10	\$754.99	\$7,549.90
11u	Replace Frame and Cover	EA	50	\$1,854.00	\$92,700.00
11w	Rear easement access	EA	1	\$1,030.00	\$1,030.00
Manhole Surfacing (Cementitious) - Manhole Coating Product: Strong Seal MS-2C Coating System					

13a	Liner system for 4' diameter manhole - 1/2 inch	VF	1	\$459.38	\$459.38
13b	Liner system for 5' diameter manhole 1/2 inch	VF	1	\$511.91	\$511.91
13c	Liner system for 6' diameter manhole- 1/2 inch	VF	1	\$559.29	\$559.29
11	Miscellaneous Charges (10% maximum allowed markup)			10.00%	\$27,646.85
TOTAL SECTION C =					\$304,115.33
	TOTAL AMOUNT SECTION: A, B, C				\$1,071,689.97
	City Allowance \$100K/ all unused monies will be returned to the City upon completion of work	Not included in Bid Amount			

LUMP SUM PRICE	\$1,071,689.97
LUMP SUM PRICE: WRITTEN IN WORDS: One Million, Seventy-One Thousand, Six Hundred Eighty-Nine dollars and Ninety-Seven cents	

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.

FIRM'S NAME: Inliner Solutions LLC

CONTACT NAME: Justin Harris

STREET ADDRESS: 2531 Jewett Ln.

CITY, STATE, ZIP CODE: Sanford, FL 32771

TELEPHONE NUMBER: 407-472-0014 FAX NUMBER: 407-472-0097

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

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

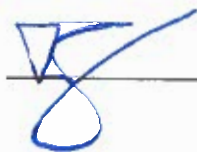
Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special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

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

Project/Development Name: **City of Miramar- Wastewater Collection Rehabilitation and Improvements IFB 24-005**

Contractor Company Name: Inliner Solutions, LLC.

Contractor Acknowledgement: Thomas Gottsegen, CLO/Asst. Secretary
Print Name/Title



ATTACHMENT "1"

AGREEMENT



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
INLINER SOLUTIONS, LLC
FOR
Wastewater Collection System Rehabilitation and Improvements
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated April 17, 2024, 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 **Inliner Solutions, LLC** (the "Contractor"), a Florida corporation whose address is **2531 Jewett Ln., Sanford, Florida 32771**

WITNESSETH:

WHEREAS, on April 17, 2024, by Resolution No. 24-97, the City Commission approved the award of Invitation to Bids No. 24-005 (the "IFB"), entitled: "WASTEWATER COLLECTION SYSTEM REHABILITATION AND IMPROVEMENTS" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

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

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

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

ARTICLE 1 **DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB,

IFB 24-005 Wastewater Collection System Rehabilitation and Improvements

which is deemed fully incorporated herein for all purposes, as **Exhibit "A"** 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 in

ARTICLE 2

WORK

The work shall include all labor, materials, and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with any and all additional Work included in the Contract Documents and the Contractor's proposal as **Exhibit "B"**

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 one year (1) after the commencement date given in the Notice to Proceed, with two successive options to renew of one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Provider prior to the expiration date of the existing Contract or any valid extension thereof.

The Work shall be Finally Completed for full acceptance by the City within thirty (30) 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

IFB 24-005 Wastewater Collection System Rehabilitation and Improvements

Services and the Work; and

- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date 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 \$750 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor **One million, forty thousand, four hundred and seventy-five dollars and seventy cents \$(1,040,475.70)** 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 attached as, Exhibit "B";

- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of 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 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

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

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

ARTICLE 20

CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be

submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 21 **INSURANCE**

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

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously

during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all 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: Daniel Banken
Inliner Solutions, LLC
2531 Jewett Ln.,
Sanford, FL 32771
Telephone: 407-472-0014
Email: daniel.banken@puriscorp.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

IFB 24-005 Wastewater Collection System Rehabilitation and Improvements

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

IFB 24-005 Wastewater Collection System Rehabilitation and Improvements

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**

Bidder agrees to the City's minimum contract goal requirement of 10% of the Services to be performed by a CBE, SBE, FCBE and 10% of the Services to be performed by a Local vendor. Bidder 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 41
EQUITABLE ADJUSTMENT

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

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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: [Signature]
City Manager
Dr. Roy L. Virgin

CONTRACTOR:

By: [Signature]
Thomas Gottsegen



This 17 day of April, 2023.

Date: 3/5/2024

ATTEST: 4/24/2024

DocuSigned by:

[Signature]
Denise Gibbs

2C41F9DD4D17482

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:

[Signature]
City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2024

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 Alliant Insurance Services Houston, LLC 1330 Post Oak Blvd., Suite 300 Houston, TX 77056	CONTACT NAME: Brett Sauer		
	PHONE (A/C, No, Ext): 602-707-1931 FAX (A/C, No): 602-707-1932		
	E-MAIL ADDRESS: Brett.Sauer@alliant.com		
INSURED Inliner Solutions, LLC 4520 and 4804 N State Road 37 Orleans, IN 47452	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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		CGD740922010	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER.				GENERAL AGGREGATE \$ 2,000,000	
					PRODUCTS-COMP/OP AGG \$ 2,000,000	
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS		CAD740922110	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
					\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWD740921910	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Re: IFB 24-005 Wastewater Collection System Rehabilitation & Improvements. City of Miramar.

GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policies include blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The Auto, General Liability, and Workers Compensation policies include a blanket Waiver of Subrogation when required by contract or written agreement and subject to the terms and conditions of the endorsements. The General Liability and Auto Liability policies provide that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract. The General Liability, Auto Liability, and Workers Compensation policies include an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder, however 10 days if canceled for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar
Attn: Risk Management
2300 Civic Center Place
Miramar, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #029

This endorsement, effective 12:01 a.m., April 1, 2023, forms a part of
Policy No. CGD740922010 issued to IPR ACQUISITIONCO, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.**Endorsement Effective Date:** April 1, 2023**SCHEDULE**

Insurance Company: Greenwich Insurance Company	
Policy Number: CAD740922110	Effective Date: April 1, 2023
Expiration Date: April 1, 2024	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 8686 NEW TRAILS DRIVE, SUITE 115 THE WOODLANDS, TX 77381	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	\$2,000,000	Each "Accident"
Comprehensive	\$25,000	Deductible For Each Covered "Leased Auto"
Collision	\$25,000	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the Policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

ENDORSEMENT

This endorsement, effective 12:01 a.m., April 1, 2023, forms a part of
Policy No. CAD740922110 issued to IPR ACQUISITIONCO, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

- A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:
1. You, while using a covered "auto"; or
 2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
 - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
 - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.

Endorsement Effective Date: April 1, 2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 1, 2023

Policy No. CWD740921910

Endorsement No.

Insured IPR ACQUISITIONCO, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., April 1, 2023, forms a part of
Policy No. CGD740922010 issued to IPR ACQUISITIONCO, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., April 1, 2023, forms a part of
Policy No. CAD740922110 issued to IPR ACQUISITIONCO, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2023 forms a part of
Policy No. CWD740921910 issued to IPR ACQUISITIONCO, INC.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.	AS PER SCHEDULE ON FILE WITH COMPANY.	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 1, 2023
Insured IPR ACQUISITIONCO, INC.

Policy No. CWD740921910

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

Temp. Reso. No. 8108
2/29/24
4/9/24

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 24-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF WASTEWATER COLLECTION SYSTEM REHABILITATION AND IMPROVEMENTS, TO INLINER SOLUTIONS, LLC., IN A NOT-TO-EXCEED AMOUNT OF \$1,040,476, FOR THE PROVISION OF SEWER SYSTEM REHABILITATION AND IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the Wastewater Collection System; providing sewer services to the residents and businesses in the City of Miramar; and

WHEREAS, due to material aging and deterioration, sewer pipes, sewer manholes, and other components of the wastewater collection system must be repaired or replaced; and

WHEREAS, based on field inspection and evaluation, staff selected sanitary sewer basins #3, #4, #5 and #7 to be addressed in the Fiscal Year 2024 Capital Improvement Program No. 52103; and

WHEREAS, to minimize restoration costs and potential damages to above-ground infrastructures during the rehabilitation, trenchless technology will be utilized to rehabilitate gravity system in lieu of open cut excavation; and

Reso. No. 24-97

Temp. Reso. No. 8108
2/29/24
4/9/24

WHEREAS, on December 4, 2023, the City advertised Invitation For Bid ("IFB") No. 24-005, entitled "Wastewater Collection System Rehabilitation and Improvements," on Demandstar; and

WHEREAS, on December 12, 2023, the closing due date, seven bids were received, and reviewed by the Procurement Department and INLINER SOLUTIONS, LLC, was the lowest responsive and responsible bidder with a bid price of \$1,040,475.70; and

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

WHEREAS, the City Manager recommends that the City Commission approve IFB No. 24-005, entitled "Wastewater Collection System Rehabilitation and Improvements" to Inliner Solutions, LLC, the lowest, responsive, and responsible bidder for the provision of Sewer System Rehabilitation and Improvements, in a not-to-exceed amount of \$1,040,475.70, in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve and authorize the City Manager to execute the proposed service agreement with Inliner Solutions, LLC., for the provision of Sewer \$1,040,475.70, in the form attached hereto as Exhibit "A" in substantial conformity; and System Rehabilitation and Improvements Services, in an amount not to exceed; and

Temp. Reso. No. 8108
2/29/24
4/9/24

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve and authorize the City Manager to execute the proposed service agreement with Inliner Solutions, LLC., for the provision of Sewer System Rehabilitation and Improvements Services, in an amount not to exceed \$1,040,475.70, in the form attached hereto as Exhibit "A" in substantial conformity; and

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

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

Section 2: The City Commission approves the Award of Invitation For Bid ("IFB") No. 24-005, entitled "Wastewater Collection System Rehabilitation and Improvements" to Contractor in a not-to-exceed amount of \$ 1,040,475.70, for the provision of Sewer System Rehabilitation services.

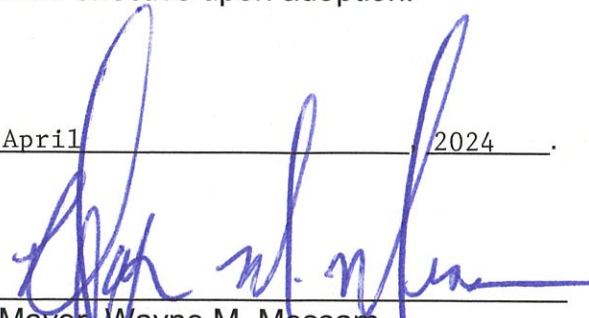
Section 3: That the City Manager is authorized to execute to an appropriate agreement in substantial conformity with Exhibit "A."

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

Temp. Reso. No. 8108
2/29/24
4/9/24

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

PASSED AND ADOPTED this 17th day of April, 2024.



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:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

YES
YES
YES
YES
YES



CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

City Commission

Maxwell B. Chambers

Avril K. Cherasard

Yvette Colbourne

Carson Edwards

City Manager

Dr. Roy L. Virgin

"We're at the
Center of Everything"

Procurement Dept
2200 Civic Center Place
Miramar, Florida 33025

Phone: (954) 602-3192

April 8th, 2025

Mr. Michael Cannon
Inliner Solutions, LLC.
4520 North State Road 37
Orleans, IN 47452

Dear Mr. Cannon,

The Agreement between the City of Miramar and Inliner Solutions, LLC for the Wastewater Collection System Rehabilitation and Improvements Project will expire on May 16th, 2025. The city will be seeking to exercise the option to renew the contract for the first one-year renewal period under the same terms and conditions pursuant to Article 3 of the agreement.

However, to have continuity of services under the existing agreement, the city is extending the contract period for ninety (90) days in accordance with Section 2.14(e) of the IFB document, commencing on May 17th, 2025, and expiring no later than August 16th, 2025, unless the new one-year renewal agreement has been fully executed prior to the end of 90-day extension period.

Please feel free to contact Alicia Ayum at 954-602-3121 if you have any questions regarding this extension letter.

Sincerely,

Alicia Ayum, CPPB
Chief Procurement Officer

Cc: Contract No. 3501