

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

Meeting Date: September 17, 2025

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

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

Temp. Reso. Number: 8480

Item Description: Temp. Reso. #R8480, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-029, ENTITLED "CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT" TO ALL WEBBS ENTERPRISES, INC., IN A NOT-TO-EXCEED AMOUNT OF \$7,033,000, TO CONSTRUCT TWO FLORIDAN WELLS FOR THE WEST WATER TREATMENT PLANT AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$703,300 FOR A TOTAL AMOUNT OF \$7,736,300; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Assistant Director of Utilities Jinsheng (Jin) Huo 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 \$7,736,300 is available in the Utilities Department Account No. 410-55-814-533-000-606510-52092 entitled "CIP-Construction".


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8480
 - Exhibit A: Proposed Agreement with All Webbs Enterprises, Inc.
- Attachment(s)
 - Attachment 1: IFB 25-029 Bid Opening Tabulation



**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: September 11, 2025

RE: Temp. Reso. No. 8480 Construction of Floridan Aquifer Wells F8 and F9

RECOMMENDATION: The City Manager recommends the approval of Temp. Reso. No. 8480, approving the award of Invitation For Bids ("IFB") No. 25-029, entitled "Construction of Floridan Aquifer Wells F8 and F9 Project," to All Webbs Enterprises, Inc., in a not-to-exceed amount of \$7,033,000, to construct two Floridan wells for the West Water Treatment Plant and allocating a contingency allowance of \$703,300 for a total amount of \$7,736,300.

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 West Water Treatment Plant ("West WTP"). The City is experiencing increased demand for potable water due to population, business growth, and land use change, making the expansion of its treatment capacity necessary. The construction of two new Floridan wells is critical to the plant capacity expansion project. This project will increase the available Floridan Aquifer System raw water influent flow from 3.15 MGD to 8.21 MGD (million gallons per day) as approved in the 2024 Water Use Individual Permit.

DISCUSSION: On June 10, 2025, the city advertised IFB No. 25-029, entitled "Construction of Floridan Aquifer Wells F8 and F9 Project", on Demandstar and other advertising avenues. On June 24, 2025, four firms attended the pre-bid and site visit. On July 22, 2025, the closing due date, one bid was received and reviewed by the Procurement Department. All Webbs Enterprises, Inc. was deemed as the lowest

responsive and responsible bidder with a bid price of \$7,033,000, in accordance with the minimum qualifications of the bid.

ANALYSIS: The City needs the two Floridan wells to ensure a continuous supply of drinking water to the City's residents and businesses.

Funding in the amount of \$7,736,300 is available in the Utilities Department Account No. 410-55-814-533-000-606510-52092 entitled "CIP-Construction."

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-029, ENTITLED "CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT," TO ALL WEBBS ENTERPRISES, INC., IN A NOT-TO-EXCEED AMOUNT OF \$7,033,000, TO CONSTRUCT TWO FLORIDAN WELLS FOR THE WEST WATER TREATMENT PLANT AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$703,300 FOR A TOTAL AMOUNT OF \$7,736,300; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the construction of two new Floridan wells is a critical part of the plant capacity expansion program, because this project will increase the available Floridan Aquifer System raw water influent flow from 3.15 MGD to 8.21 MGD as approved in the 2024 Water Use Permit; and

WHEREAS, on June 10, 2025, the city advertised Invitation For Bids ("IFB") No. 25-029, entitled "Construction of Floridan Aquifer Wells F8 and F9 Project," on Demandstar and other advertising avenues; and

Reso. No. _____

WHEREAS, on July 22, 2025, the closing due date, one bid was received and reviewed by the Procurement Department, and All Webbs Enterprises, Inc. was deemed as the lowest responsive and responsible bidder with a bid price of \$7,033,000; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services purchased by a single department from 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 approves the award of Invitation for Bids No. 25-029, entitled "Construction of Floridan Aquifer Wells F8 and F9 Project," to All Webbs Enterprises, Inc. in a not-to-exceed amount of \$7,033,000 to construct two Floridan wells for the West Water Treatment Plant, and allocating a contingency allowance of \$703,300 for a total amount of \$7,736,300; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the award of invitation for bids No. 25-029, entitled "Construction of Floridan Aquifer Wells F8 and F9 Project," to All Webbs Enterprises, Inc. in a not-to-exceed amount of \$7,033,000 to construct two Floridan wells for the West Water Treatment Plant, and allocating a contingency allowance of \$703,300 for a total amount of \$7,736,300.

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

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

Section 2: That the City Commission approves the award of invitation for bids No. 25-029, entitled “Construction of Floridan Aquifer Wells F8 and F9 Project,” to All Webbs Enterprises, Inc., in a not-to-exceed amount of \$7,033,000, to construct two Floridan wells for the West Water Treatment Plant, and allocating a contingency allowance of \$703,300 for a total amount of \$7,736,300.

Section 3: That the City Manager is authorized to execute the agreement attached hereto as Exhibit “A,” together with any non-substantive changes as are deemed appropriate by the City Manager and approved by the City Attorney for legal sufficiency.

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. 8480

7/16/25

9/10/25

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



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
ALL WEBB'S ENTERPRISES, INC
FOR
CONSTRUCTION OF FLORIDIAN AQUIFER WELLS F8 AND F9 PROJECT
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and ALL WEBB'S ENTERPRISES, INC (the "Contractor") a Florida Profit Corporation whose principal address is 309 Commerce Way, Jupiter, Florida 33458.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 25-029 (the "IFB"), entitled: "**CONSTRUCTION OF FLORIDIAN AQUIFER WELLS F8 AND F9 PROJECT**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

**ARTICLE 1
DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by

reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

The works includes the drilling, construction and testing of two Floridan aquifer brackish water production wells per the performance and quality requirements for material and equipment and the minimum standards as established in the Technical Specifications, attached herein. The Floridan production well identified as F8 will be located at the Fire Barn Park at Country Club Ranches and F9 will be located at Huntington Park South for the City of Miramar, along with all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "1"**.

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 540 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 630 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

- 4.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the city and warrants and represents to the city that the Contractor:
- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work.
 - B. Is experienced in all aspects of the Work required for projects similar to the Project.
 - C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
 - D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public

entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the 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 \$200 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$100 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 Seven Million and Thirty-Three Thousand Dollars \$(7,033,000) 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 if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
DEFAULT

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

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the city prior to commencement of work.
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.

- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver.
- e. Contractor has failed to obtain the approval of City where required by this Agreement.
- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

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

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

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

11.4 City may take advantage of each remedy specifically existing at law or in equity. Each 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
- Drawings

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

ARTICLE 14

ASSIGNMENT

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

ARTICLE 15

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

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

ARTICLE 16

AUDIT AND INSPECTION RIGHTS

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

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

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

ARTICLE 17

NON-SOLICITATION

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

ARTICLE 18

PUBLIC RECORDS

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

- 18.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the city to perform the service.
- 18.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 18.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 18.1.6** Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in

connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

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

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

during the first week of Work or Services.

ARTICLE 21

INSURANCE

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

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000 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 \$2,000,000 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 \$500,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

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

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

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of 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 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: David Webb Jr.
Vice President
All Webb's Enterprises
309 Commerce Way
Jupiter, Florida, 33458
Telephone: (561) 746-2079
Fax : None
Email : davidwebbjr@allwebbs.com

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 30
CITY'S OWN FORCES

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

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

ARTICLE 31
LIMITATION OF LIABILITY

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

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

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

ARTICLE 32

THIRD PARTY BENEFICIARY

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

ARTICLE 33

WARRANTY AND GUARANTEE

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

ARTICLE 34

HEADINGS AND INTERPRETATION

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

ARTICLE 35 SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

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

ARTICLE 36 SCRUTINIZED COMPANIES

36.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

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

ARTICLE 37

CONFLICT-OF-INTEREST

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

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

ARTICLE 38

VENUE AND JURISDICTION

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

ARTICLE 39
SURVIVAL OF PROVISIONS

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

ARTICLE 40
E-VERIFY PROGRAM

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

ARTICLE 41
PARTICIPATION PLAN

Contractor agrees to the City's minimum goal requirement of 15% of the Services to be performed by a CBE / SBE / Local vendor. Contractor agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subconsultants list showing anticipated Approved Vendors.

ARTICLE 42
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

This ____ day of _____, 2025.

ATTEST:

Denise A. Gibbs, City Clerk

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.


CONTRACTOR:

By: _____
Title: _____

Print Name: DAVID WEBB JR.

Date: 8/18/25

BID COVER SHEET – IFB No. 25-029

| | |
|---|-----------------------|
| BIDDER'S NAME (Name of Firm, Entity or Organization): | |
| All Webb's Enterprises, Inc. | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-2418764 | |
| NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON: | |
| Name: David Webb Jr. | Title: Vice President |
| EMAIL ADDRESS: davidwebbjr@allwebbs.com | |
| MAILING ADDRESS: | |
| Street Address: 309 Commerce Way | |
| City, State, Zip: Jupiter, Florida, 33458 | |
| TELEPHONE: | FAX: |
| (561) 746-2079 | () |
| BIDDER'S ORGANIZATION STRUCTURE: | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): | |
| IF CORPORATION: | |
| Date Incorporated/Organized: 1983 | |
| State of Incorporation/Organization: Florida | |
| States registered in as foreign Corporation: N/A | |
| BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS: | |
| N/A | |
| LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: | |
| N/A | |
| BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation) | |
| Signed by:  | Date: 7/21/2025 |
| Print name: David Webb Jr. | Title: Vice President |

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

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a Contract with the City in the form included in this City of Miramar Bid No. IFB-No. 25-029 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR – CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT"**

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

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

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


| Number | | Date | |
|--------|----------|------|----------------|
| | <u>1</u> | | <u>7/21/25</u> |
| | <u>2</u> | | <u>7/21/25</u> |
| | <u>3</u> | | <u>7/21/25</u> |
| | <u>4</u> | | <u>7/21/25</u> |

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

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

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

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

DATED: 7/21/2025 BIDDER: David Webb Jr.
BY: 
(Signature)
TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Jr, who is personally known to me ✓ or has produced _____ as identification.


Notary Public
State of Florida at Large
My commission expires: 6/3/2028



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

1

6/20/2025

2

6/25/2025

3

7/5/2025

4

7/16/2025

BIDDER:

All Webb's Enterprises

(Company Name)



(Signature)

David Webb Jr, Vice President

(Printed Name and Title)

END OF DOCUMENT

CONSTRUCTION OF FLORIDAN AQUIFER WELL F8 AND F9 PROJECT
IFB NO. 25-029
BID FORM SUMMARY

Floridan Aquifer Production Well - F8

| Item No. | Item Description | Est. Qty's | Units | Unit Cost | Extended Total |
|--|---|---------------|----------|-----------|----------------|
| A Site Preparation and Mobilization | | | | | |
| 1 | Bonds, Insurance, and Indemnification | 1 | Lump Sum | 250,000 | 250,000 |
| 2 | Site Mobilization /Demobilization & Site Restoration per Section 02400 | 1 | Lump Sum | 400,000 | 400,000 |
| 3 | Furnish, Install and Maintain Formation Water Settling, Filtration and Disposal System, per Section 02450 | 1 | Lump Sum | 50,000 | 50,000 |
| 4 | Furnish and Install Temporary Drilling Pad and Access Road | 1 | Lump Sum | 350,000 | 350,000 |
| 5 | Furnish, and Install Temporary Safety Fence and Gates per Section 02400 | 1 | Lump Sum | 50,000 | 50,000 |
| 6 | Furnish, Install and Test Tapping Sleeve on City-owned Wastewater Forcemain | 1 | Lump Sum | 40,000 | 40,000 |
| B Drilling Services | | | | | |
| 1 | Drill nom 10" dia. Pilot-hole via mud rotary from 250' to 1,100' bls | 850 | Feet | 200 | 170,000 |

| | | | | | |
|----------------------------|--|-------|-------------|--------|---------|
| 2 | Drill nom 10" dia. Pilot-hole via reverse air rotary from 1,100' to 1,600' bls | 500 | Feet | 150 | 75,000 |
| 3 | Drill nom. 48" dia. borehole via mud rotary from 0' to 40' bls | 40 | Feet | 1,000 | 70,000 |
| 4 | Drill nom. 42" dia. borehole via mud rotary from 40' to 250' bls | 210 | Feet | 500 | 105,000 |
| 5 | Drill nom. 32" dia. borehole via mud rotary from 250' to 1,050' bls. | 800 | Feet | 300 | 240,000 |
| 6 | Drill nom. 18" dia. borehole via reverse air from 1,050' to 1,550' bls | 500 | Feet | 150 | 75,000 |
| C Casing and Cement | | | | | |
| 1 | Furnish & install 42" dia. (0.250" wall) steel pit casing per Section 02500 | 50 | Feet | 1,000 | 50,000 |
| 2 | Furnish & install 32" dia. (0.375" wall) steel surface casing per Section 02500 | 250 | Feet | 400 | 100,000 |
| 4 | Furnish & install 20" dia. (0.82" wall) FRP casing per Section 02550 | 1,050 | Feet | 410 | 430,500 |
| 5 | Furnish & install ASTM Type II neat cement per Section 02580 | 4,500 | Cubic Feet | 60 | 270,000 |
| 6 | Furnish & install 3/8" limestone or quartz gravel per Section 02580 | 10 | Cubic Yards | 2,000 | 20,000 |
| 7 | Hydrostatic Casing Pressure Test on 20" dia. FRP production casing per Section 02550 | 1 | Lump Sum | 50,000 | 50,000 |
| D Testing Services | | | | | |
| 1 | Packer Test (Dual-Packer Configuration) per Section 02700 | 2 | Each | 25,000 | 50,000 |
| 2 | Packer Test Water Quality Sampling and Analysis per Section 02800 | 2 | Each | 10,000 | 20,000 |
| 3 | Step Rate Pump Test (6-1-hour Steps) per Section 02700 | 1 | Lump Sum | 50,000 | 50,000 |

| | | | | | |
|---------------------------|---|----|----------|--------|--------|
| 4 | Step Rate Pump Test Water Quality Sampling and Analysis per Section 02800 | 1 | Lump Sum | 20,000 | 20,000 |
| 6 | Plumb and Alignment Test per Section 02550 | 1 | Lump Sum | 10,000 | 10,000 |
| E Well Development | | | | | |
| 1 | Reverse Air Development per Section 02650 | 40 | Hour | 1,000 | 40,000 |

| | | | | | |
|---------------------------------------|--|--------|----------|---------|---------|
| 2 | Straight Air Development per Section 02650 | 40 | Hour | 1,000 | 40,000 |
| 3 | Pump Development per Section 02650 | 60 | Hour | 1,000 | 60,000 |
| F Geophysical Logging Services | | | | | |
| 1 | Logging - 250' to 1,100' bls (Table 1 Part 1 – Section 02600) | 1 | Lump Sum | 15,000 | 15,000 |
| 2 | Logging – 1,050 ' to 1,600' bls (Table 1 Part 2 – Section 02600) | 1 | Lump Sum | 25,000 | 25,000 |
| 3 | Logging – 0 ' to 1,600' bls (Table 1 Part 3 – Section 02600) | 1 | Lump Sum | 40,000 | 40,000 |
| G Well Acidization | | | | | |
| 1 | Furnish 32% HCL solution per Section 02680 | 12,000 | Gallons | 5.00 | 60,000 |
| 2 | Conduct Well Acidization Procedure using 32% HCLsolution per Section 02680 | 1 | Each | 110,000 | 110,000 |
| H Chlorination | | | | | |
| 1 | Furnish 10,000 ppm Concentration Chlorine Solution per Section 02800 | 20,500 | Gallons | 1.00 | 20,500 |
| 2 | Conduct Chlorination per Section 02800 | 1 | Lump Sum | 10,000 | 10,000 |
| 3 | Bacteriological Sampling, Testing and Analysis - 20 days | 1 | Lump Sum | 15,000 | 15,000 |

| G Other Services | | | | | | |
|--|--|----|----------|--------|--------|--|
| 1 | Standby Time | 60 | Hour | 300 | 18,000 | |
| 2 | Extra Work | 80 | Hour | 500 | 40,000 | |
| 3 | Temporary Wellhead, Well Pad and Temporary Fencing per Section 02900 | 1 | Lump Sum | 50,000 | 50,000 | |
| Total Estimated Cost for Floridan Aquifer Production Well F8 | | | | | | |

Floridan Aquifer Production Well - F9

| Item No. | Item Description | Est. Qty's | Units | Unit Cost | Extended Total |
|-------------------------------------|---|------------|----------|-----------|----------------|
| A Site Preparation and Mobilization | | | | | |
| 1 | Bonds, Insurance, and Indemnification | 1 | Lump Sum | 250,000 | 250,000 |
| 2 | Site Mobilization /Demobilization & Site Restoration per Section 02400 | 1 | Lump Sum | 475,000 | 475,000 |
| 3 | Furnish, Install and Maintain Formation Water Settling, Filtration and Disposal System, per Section 02450 | 1 | Lump Sum | 50,000 | 50,000 |
| 4 | Furnish and Install Temporary Drilling Pad and Access Road | 1 | Lump Sum | 380,000 | 380,000 |
| 5 | Furnish, and Install Temporary Safety Fence and Gates per Section 02400 | 1 | Lump Sum | 50,000 | 50,000 |
| 6 | Furnish, Install and Test Tapping Sleeve on City-owned Wastewater Forcemain | 1 | Lump Sum | 50,000 | 50,000 |

| B Drilling Services | | | | | |
|----------------------------|--|-----|------|-----|---------|
| 1 | Drill nom 10" dia. Pilot-hole via mud rotary from 250' to 1,100' bls | 850 | Feet | 200 | 170,000 |
| 2 | Drill nom 10" dia. Pilot-hole via reverse air rotary from 1,100' to 1,600' bls | 500 | Feet | 150 | 75,000 |

| | | | | | |
|----------------------------|--|-------|-------------|--------|---------|
| 3 | Drill nom. 48" dia. borehole via mud rotary from 0' to 40' bls | 40 | Feet | 1,000 | 40,000 |
| 4 | Drill nom. 42" dia. borehole via mud rotary from 40' to 250' bls | 210 | Feet | 500 | 105,000 |
| 5 | Drill nom. 32" dia. borehole via mud rotary from 250' to 1,050' bls. | 800 | Feet | 300 | 240,000 |
| 6 | Drill nom. 18" dia. borehole via reverse air from 1,050' to 1,550' bls | 500 | Feet | 150 | 75,000 |
| C Casing and Cement | | | | | |
| 1 | Furnish & install 42" dia. (0.250" wall) steel pit casing per Section 02500 | 50 | Feet | 1,000 | 50,000 |
| 2 | Furnish & install 32" dia. (0.375" wall) steel surface casing per Section 02500 | 250 | Feet | 400 | 100,000 |
| 4 | Furnish & install 20" dia. (0.82" wall) FRP casing per Section 02550 | 1,050 | Feet | 410 | 430,500 |
| 5 | Furnish & install ASTM Type II neat cement per Section 02580 | 4,500 | Cubic Feet | 60 | 270,000 |
| 6 | Furnish & install 3/8" limestone or quartz gravel per Section 02580 | 10 | Cubic Yards | 2,000 | 20,000 |
| 7 | Hydrostatic Casing Pressure Test on 20" dia. FRP production casing per Section 02550 | 1 | Lump Sum | 50,000 | 50,000 |
| D Testing Services | | | | | |
| 1 | Packer Test (Dual-Packer Configuration) per Section 02700 | 2 | Each | 25,000 | 50,000 |

| | | | | | |
|----------|---|--------|----------|---------|---------|
| 2 | Packer Test Water Quality Sampling and Analysis per Section 02800 | 2 | Each | 10,000 | 20,000 |
| 3 | Step Rate Pump Test (6-1-hour Steps) per Section 02700 | 1 | Lump Sum | 50,000 | 50,000 |
| 5 | Step Rate Pump Test Water Quality Sampling and Analysis per Section 02800 | 1 | Lump Sum | 20,000 | 20,000 |
| 6 | Plumb and Alignment Test per Section 02550 | 1 | Lump Sum | 10,000 | 10,000 |
| E | Well Development | | | | |
| 1 | Reverse Air Development per Section 02650 | 40 | Hour | 1,000 | 40,000 |
| 2 | Straight Air Development per Section 02650 | 40 | Hour | 1,000 | 40,000 |
| 3 | Pump Development per Section 02650 | 60 | Hour | 1,000 | 60,000 |
| F | Geophysical Logging Services | | | | |
| 1 | Logging - 250' to 1,100' bls (Table 1 Part 1 – Section 02600) | 1 | Lump Sum | 15,000 | 15,000 |
| 2 | Logging – 1,050 ' to 1,600' bls (Table 1 Part 2 – Section 02600) | 1 | Lump Sum | 25,000 | 25,000 |
| 3 | Logging – 0 ' to 1,600' bls (Table 1 Part 3 – Section 02600) | 1 | Lump Sum | 40,000 | 40,000 |
| G | Well Acidization | | | | |
| 1 | Furnish 32% HCL solution per Section 02680 | 12,000 | Gallons | 5.00 | 60,000 |
| 2 | Conduct Well Acidization Procedure using 20% HCL solution per Section 02680 | 1 | Each | 110,000 | 110,000 |
| H | Chlorination | | | | |
| 1 | Furnish 10,000 ppm Concentration Chlorine Solution per Section 02800 | 20,500 | Gallons | 1.00 | 20,500 |
| 2 | Conduct Chlorination per Section 02800 | 1 | Lump Sum | 10,000 | 10,000 |

| | | | | | |
|---|---|----|----------|--------|---------------------|
| 3 | Bacteriological Sampling, Testing and Analysis - 20 days | 1 | Lump Sum | 15,000 | 15,000 |
| G | Other Services | | | | |
| 1 | Standby Time | 60 | Hour | 300 | 18,000 |
| 2 | Extra Work | 80 | Hour | 500 | 40,000 |
| 3 | Temporary Well head, Well pad & Temporary Fencing per Section 02900 | 1 | Lump Sum | 50,000 | 50,000 |
| Total Estimated Cost for Floridian Aquifer Production Well 9 | | | | | |
| Subtotal – Floridian Aquifer Production Well F-8 | | | | | |
| | | | | | 3,459,000 |
| Subtotal – Floridian Aquifer Production Well F-9 | | | | | |
| | | | | | 3,574,000 |
| Contingency | | | | | \$300,000.00 |
| Total Bid Amount | | | | | 7,333,000 |

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

\$7,333,000

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

Seven Million Three Hundred and Thirty Three Thousand Dollars and Zero Cents

(Write Amount in words)

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

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

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

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

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

Project/Development Name: CITY OF MIRAMAR – CONSTRUCTION OF FLORIDAN AQUIFER
WELLS F8 AND F9, IFB-25-029.

Contractor Company Name: All Webb's Enterprises

Contractor Acknowledgement David Webb Jr. / Vice President
Print Name/Title


Signature

Date: 7/21/2025

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

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

| <u>Work to be Performed</u> | <u>Subcontract or License Number</u> | <u>Percent of Total Contract</u> | <u>Subcontractor's Name and Address</u> |
|-----------------------------|--|--------------------------------------|---|
| 1. None. | | | |
| | | | |
| | | | |
| 2. | | | |
| | | | |
| | | | |
| 3. | | | |
| | | | |
| | | | |
| 4. | | | |
| | | | |
| | | | |
| 5. | | | |
| | | | |
| | | | |

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

Fiberglass Casing

A. Future Pipe Industries

B. _____

Steel Casing

A. Cole Industrial

B. Victory Steel

A. _____

B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

| | Equipment or Material Item | Specification Section | Alternate Supplier (list one only per item) |
|----|--|-----------------------|--|
| 1. | | | |
| 2. | Construction materials beyond casing TBD. | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

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

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name:

CITY OF MIRAMAR- CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT, IFB 25-029.

Contractor Company Name: All Webb's Enterprises

Contractor Acknowledgement David Webb Jr. / Vice President
Print Name/Title


Signature

Date: 7/21/2025

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

(1) CONTRACTOR'S name and address:
David Webb/All Webb's Enterprises
309 Commerce Way, Jupiter, FL 33458

(2) CONTRACTOR'S telephone number: 561-746-2079

(3) CONTRACTOR'S license: Primary classification: Water Well Driller

State License No. and Expiration Date: 2040 Expires 7/31/2025

Supplemental classification held, if any: _____

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

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

Name: Lucas Scott Date of Inspection: 7/8/2025

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

801 N. Orange Avenue, Suite 510 Tel: 321-442-8106 Agent: Laura Krajczewski

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

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

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

| <u>Project Name</u> | <u>Contract Price and End Date</u> | <u>Name, address, email and phone number of Contact</u> |
|---------------------------------------|------------------------------------|---|
| <u>1. Town of Jupiter RO 14,15,16</u> | <u>\$5,891,000 5/31/25</u> | <u>JLA Geosciences, 1907 Commerce Ln,</u> |
| <u>2.</u> | <u></u> | <u>Jupiter, FL 33458</u> |
| <u>3.</u> | <u></u> | <u>Red Miller 561-719-2422</u> |
| | | <u>rmiller@jlageosciences.com</u> |

Jon Friedrichs, P.G. CELL: (561) 459-9355


JFriedrichs@jlageosciences.com

| <u>Project Name</u> | <u>Contract Price and End Date</u> | <u>Name, address, email and phone number of Contact</u> |
|--------------------------|--|---|
| 2. Norwood WTP Expansion | \$3,095,050 7/31/2025 | North Miami Beach Water 17050 NE 19th Avenue North Miami Beach, FL 33162 Ph: 786-487-4621 Natalia.Duque@citynmb.com |

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Broward)

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

DATED: 7/21/2025 BY: 
(Signature)

NAME: David Webb Jr.
(Print)

TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Jr, who is personally known to me ✓ or has produced _____ as identification.


Notary Public
State of Florida at Large

My commission expires: 6/3/2028



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

END OF DOCUMENT

PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to City of Miramar
by David Webb
for All Webb's Enterprises, Inc
whose business address is 309 Commerce Way, Jupiter, FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2418764

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

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

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

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

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

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

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

DATED: 7/21/2025

BY: 
(Signature)

NAME: David Webb Jr.
(Print)

TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Jr, who is personally known to me ☒ or has produced _____ as identification.


Notary Public
State of Florida at Large



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

My commission expires: 6/3/2028

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "CONSTRUCTION OF FLORIDAN AQUIFER WELLS
F8 AND F9 PROJECT

Project Number: IFB No. 25-029

Project Location: The Project is located F8 will be located at the Fire Barn Park at Country Club Ranches, 4700 SW 143 Ave, Miramar, FL 33027 and F9 will be located at Huntington Park South, 14850 Bass Creek Rd, Miramar, FL 33027

Instructions:

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

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

CERTIFICATION

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

One Dollars \$ 1

(Written) (Figures)

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

Certified: All Webb's Enterprises, Inc
(Company Contractor)

By: [Signature]
(President/ Principal's Signature)

DAVID WEBB JR
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Jr, who is personally known to me ☒ or has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large

My commission expires: 6/3/2028



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

David Webb Jr. being first duly sworn, deposes and says that:

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

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

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]

David Webb Jr.
(Print Name)

Vice President
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Sr, who is personally known to me ☒ or has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large

My commission expires: 6/3/2028



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

END OF DOCUMENT

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

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

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

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

David Webb Jr

Bidder's Signature

7/21/2025

Date

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Jr, who is personally known to me ✓ or has produced _____ as identification.

Martine Rivard

Notary Public
State of Florida at Large

My commission expires: 6/3/2028



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

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

DATED: 7/21/2025

BY: 
(Signature)

NAME: David Webb Jr.
(Print)

TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2025, by David Webb Jr, who is personally known to me ☒ or has produced _____ as identification.


Notary Public
State of Florida at Large

My commission expires: 6/3/2028



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

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

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: All Webb's Enterprises

Address: 309 Commerce Way, Jupiter, FL 33458

Phone No.: 561-746-2079

Email Address: allwebbs@allwebbs.com

Contact Person (Regarding This Form): Lucas Scott

Type of Business (check the appropriate type):

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

(Choose below as applicable)

- ☐ **Business is claiming local Business Preference YES _____ NO ☒**
- ☐ **Business with a location within Miramar**, is in compliance with all City licensing requirements and is current on all City taxes.
Attach a copy of a current Miramar Business Tax Receipt to this form.
- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Submit - Section 13, the Business Employing Miramar Residents Affidavit.

END OF DOCUMENT

BUSINESS EMPLOYING MIRAMAR RESIDENTS' AFFIDAVIT

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

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

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

Signature

Title

Date

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

STATE OF _____

COUNTY OF _____

NOT APPLICABLE

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

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

END OF DOCUMENT

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

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ALL WEBB'S ENTERPRISES, INC | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 309 COMMERCE WAY | Requester's name and address (optional) |
| | 6 City, state, and ZIP code JUPITER, FL 33458 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 5 | 9 | - | 2 | 4 | 1 | 8 | 7 | 6 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

| | | |
|-----------|--|------------------------|
| Sign Here | Signature of U.S. person  | Date 01/01/2025 |
|-----------|--|------------------------|

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Deborah Webb, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that DAVID WEBB JR, who signed the Bond on behalf of the Principal, was then VICE PRESIDENT of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

Deborah Webb
(Name of Corporation)
AM WEBB'S ENTERPRISES

- END OF DOCUMENT-

CITY OF MIRAMAR

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

In consideration of being permitted to enter, visit or tour the CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT ("Project Premises") with the property address of: 2300 Civic Center Place, Miramar, Florida, 33025, for inspection in relation to IFB-25-029, by signing below the UNDERSIGNED HEREBY:

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

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

By:  _____
Releasor's signature

Print Name: Lucas Scott

Company Name: All Webb's Enterprises

Title: Project Manager

Date: 7/21/2025

BID BOND

STATE OF Florida)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, All Webb's Enterprises, Inc., as principal, and Swiss Re Corporate Solutions America Insurance Corporation, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of Five Percent of the Amount of the Bid Dollars (\$ 5% of the bid amount), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT, IFB 25-029" we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated July 22, 2025.

For:

Construction of Floridan Aquifer Wells F8 and F9 Project, Miramar, Florida

IFB No. 25-029

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 22nd day of July, 2025, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Deborah Webb
Secretary

All Webb's Enterprises, Inc.
(Corporate Principal)*

By: Dund Webb Jr

Dund Webb Jr
(Title) VICE PRESIDENT

ATTEST:

Laura Krajczewski
Secretary Laura Krajczewski, Witness

Swiss Re Corporate Solutions America
Insurance Corporation
(Corporate Surety)*

*Impress Corporate Seal

By: Brett A. Ragland
Brett A. Ragland, Attorney-In-Fact

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

END OF DOCUMENT

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of July, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

REFERENCE QUESTIONNAIRE

Reference for Contractor: All Webb's Enterprises
 Agency Giving Reference: CDM Smith
 Person Giving Reference: Jason Mills
 Telephone: 407-660-6357 off. 321-689-0324 cell
 E-Mail: millsjm@cdmsmith.com
 Name of Project Completed by Contractor: City of Melbourne Wells 5 and 6
 What was the Dollar value of the Project: \$1,689,000.00
 What was the Completion Date of the Project: December 2022

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

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

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

Print Name: Jason Mills, PG

Title: Senior Geologist

Sign Name: 

Date: 7/22/2025

Additional Comments: I have worked with AWE on multiple projects including production wells, MITs, and a short-term injection test for rerating an injection well. We are currently working with them on the installation of an injection well. They are very good drilling contractor to work with.

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

REFERENCE QUESTIONNAIRE

Reference for Contractor: All Webb's Enterprises
 Agency Giving Reference: Miami Dade County Water and Sewer Dept.
 Person Giving Reference: Maria Macfarlane
 Telephone: 786-552-8469
 E-Mail: Maria.Macfarlane@miamidade.gov
 Name of Project Completed by Contractor: SDWWTP Replacment FA Wells/P&A Existing FA Wells
 What was the Dollar value of the Project: \$4,999,120.70
 What was the Completion Date of the Project: April 2023
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

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

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

Print Name: Maria Macfarlane, PG

Title: Senior Professional Geologist

Sign Name: Maria Macfarlane

Date: 7/22/2025

Additional Comments: _____

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

REFERENCE QUESTIONNAIRE


Reference for Contractor: All Webb's Enterprises
 Agency Giving Reference: NMB Water
 Person Giving Reference: Natalia Duque
 Telephone: 786-487-4621
 E-Mail: Natalia.Duque@citynmb.com
 Name of Project Completed by Contractor: Norwood WTP Phase 2 Improvements Production Wells
 What was the Dollar value of the Project: \$3,095,050.00
 What was the Completion Date of the Project: May 2025
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

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

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

Print Name: Natalia Duque

Title: Construction Engineer

Sign Name: 

Date: 7/22/2025

Additional Comments: Although the project experienced delays, they were due to unforeseen site conditions beyond the contractor's control. The contractor remained highly responsive, collaborative, and cost-conscious throughout, working closely with the City to adapt and successfully complete the project.

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



CONSTRUCTION OF FLORIDAN AQUIFER WELLS F8 AND F9 PROJECT

IFB No. 25-029

BID OPENING – July 22, 2025 @ 2:00 P.M.

PRELIMINARY

| | COMPANY NAME | BASE BID AMOUNT | CBE/SBE PREFERENCE | LOCAL PREFERENCE | COMPETITIVE BID (AFTER APPLICATION OF PREFERENCE |
|---|------------------------|----------------------------|-------------------------------|-----------------------------|---|
| 1 | All Webb's Enterprises | \$7,033,000 | | | |
| | | | | | |
| | | | | | |

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

Sally Phanor

Opened by: _____