

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

Meeting Date: July 9, 2023

Presenter's Name and Title: Junior Francis, Field Operations Manager (Water)

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

Temp. Reso. Number: 8443

Item Description: Temp. Reso. #R8443, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE CHANGE ORDER NO. 2 OF THE PURCHASE OF WATER PIPELINE REPLACEMENT FROM PLUMBER MIKES, INC. FOR "PIPELINE SERVICE LEAK REPAIRS AND REPLACEMENTS," IN THE AMOUNT OF \$1,227,650 WITH A PROJECT ALLOWANCE OF \$123,000 FOR A TOTAL AMOUNT OF \$1,350,650 (Utilities Assistant Director Ronnie Navarro and Procurement Director Alicia Ayum)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of \$1,350,650 is available in Utilities, GL- Account 410-55-818-533-000-606510-52104 (CIP-Construction)


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8443**
 - **Exhibit A:** Change Order #2 from Plumber Mikes, Inc.in the amount not to exceed \$1,227,650
- **Attachment(s)**
 - **Attachment 1:** Plumber Mikes, Inc. proposal
 - **Attachment 2:** Original Agreement Between the City of Miramar and Plumber Mikes, Inc.



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

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

DATE: July 2, 2025

RE: Temp. Reso. No. 8443 approving Change Order #2 for "Pipeline Service Leak Repairs and Replacements" to Plumber Mikes, Inc.

RECOMMENDATION: The City Manager recommends approval of Change Order #2 of the "Pipeline Service Leak Repairs and Replacements" in the amount not to exceed \$1,227,650 with a project allowance of \$123,000 for a total amount of \$1,350,650.

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 City's extensive water distribution system, which includes over 441 miles of pipelines and approximately 35,000 water connections. This comprehensive pipeline replacement program is designed to ensure the reliable delivery of water services by addressing both scheduled and unscheduled repairs to service lines on an ongoing basis. The goal is to provide uninterrupted and high-quality water services to all customers.

Water leaks and pipe breaks are a common challenge in water distribution systems for several interconnected reasons. Understanding these causes is essential for effective infrastructure planning and maintenance. The primary factors are aging infrastructure, pipe material deterioration, ground movement and soil conditions, hydraulic surges (water hammer), joint and fitting failures, damage during construction, and temperature change among others.

In 2022, over 247 leaks were identified in the Silver Lakes communities, requiring immediate attention for repairs and pipe replacements. While some of these leaks were addressed by in-house staff, the majority were more complex, non-surfacing leaks that required the expertise of contracted services to properly resolve.

Additionally, further leaks were detected in the Vizcaya, Huntington, Harbor Lakes, Riviera Isles, and Sunset Lakes communities. It is estimated that approximately 226 additional leaks still need to be repaired across these areas. As sections of the distribution system are repaired and pressure is restored, other weakened or compromised pipes are more likely to fail, potentially creating a domino effect that necessitates ongoing maintenance and upgrades.

Timely repair of water leaks is critical in maintaining the efficiency and sustainability of a water distribution system. Every gallon of water lost through leaks represents a significant waste of a vital resource that has undergone a costly treatment process to meet drinking water standards. The City of Miramar, for instance, incurs substantial costs for extracting, treating, and distributing potable water to its customers. These costs include the energy and chemicals required for water treatment, as well as the maintenance of treatment facilities and pumping stations. When a leak occurs, treated water is essentially lost without ever reaching the customer, resulting in financial losses and reduced operational efficiency.

Leaks also undermine the integrity of the water distribution infrastructure. As leaks increase pressure variations within the system, they can accelerate the wear and tear on pipes, valves, and joints. This creates a self-reinforcing cycle where one leak, if left unaddressed, leads to additional failures and more extensive and costly repairs over time. In the City of Miramar's case, as pressure is restored to repaired sections, weakened adjacent pipes may fail, leading to a domino effect that can rapidly escalate repair costs and service disruptions.

Leaks and frequent water main breaks can erode public confidence in the reliability of the municipal water supply. Extended outages and service disruptions can significantly impact businesses, healthcare facilities, and households, affecting public health and economic stability. Timely leak repair is thus essential to maintaining public trust and ensuring a consistent water supply, especially during peak demand periods.

This proactive approach to system management reflects the City's commitment to ensuring the long-term reliability and resilience of its water distribution infrastructure.

DISCUSSION: On November 4, 2024, the City Commission adopted Resolution No. 25-30, approving the award of Invitation for Bids ("IFB") No. 24-036, entitled "Pipeline Leak Repairs & Replacement Services" to Plumber Mikes Inc. in the amount of \$1,664,850, including a City allowance of \$250,000 as project contingency for a total amount of \$1,914,850, with two one-year renewal option. On May 12, 2025, Change Order #1 was approved in the amount of \$250,000 making the current purchase order to Plumber Mikes in the amount of \$1,914,850.

ANALYSIS: Given the critical importance of water as a resource and the substantial costs associated with its treatment and distribution, the City of Miramar's comprehensive water pipeline replacement program is a necessary investment. By addressing leaks proactively, the City can reduce waste, lower operating costs, extend the lifespan of its infrastructure, and ensure reliable, high-quality service for its customers. This approach not only supports financial sustainability but also aligns with broader environmental and public health goals.

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING CHANGE ORDER #2 AND AMENDING THE ORIGINAL AGREEMENT BETWEEN THE CITY AND PLUMBER MIKES, INC., FOR PIPELINE SERVICE LEAK REPAIRS AND REPLACEMENTS IN THE AMOUNT OF \$1,227,650 WITH A PROJECT ALLOWANCE OF \$123,000 FOR A TOTAL AMOUNT OF \$1,350,650; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department is responsible for the operation and maintenance of the City's extensive water distribution system, which includes over 441 miles of pipelines and approximately 35,000 water connections; and

WHEREAS, water leaks and pipe breaks are a common challenge in water distribution systems for several interconnected reasons such as aging infrastructure, pipe material deterioration, ground movement and soil conditions, hydraulic surges (water hammer), joint and fitting failures, damage during construction, and temperature change among others; and

WHEREAS, majority of the leaks are complex, non-surfacing leaks that require the expertise of contracted services to properly resolve; and

WHEREAS, timely repair of water leaks is critical in maintaining the efficiency and sustainability of a water distribution system; and

WHEREAS, by addressing these leaks proactively, the City can reduce water loss, lower operating costs, extend the lifespan of its infrastructure, and ensure reliable, high-quality service for its customers; and

Reso. No. _____

WHEREAS, on November 4, 2024, the City Commission adopted Resolution No. 25-30, approving the award of Invitation for Bid (“IFB”) No. 24-036, entitled "Pipeline Leak Repairs & Replacement Services" to Plumber Mikes, Inc. in the amount of \$1,664,850, including a City allowance of \$250,000, as project contingency, for a total amount of \$1,914,850; and

WHEREAS, on May 12, 2025, Change Order #1 was approved in the amount of \$250,000 making the current purchase order to Plumber Mikes, Inc., in the amount of \$1,914,850; and

WHEREAS, the City is anticipating over 226 service line repairs to be needed in the Silver Lakes, Vizcaya, Huntington, Harbor Lakes, Riviera Isles, and Sunset Lakes communities; and

WHEREAS, the Contractor submitted a written quote on May 20, 2025 which is based on the original bid tab as Change Order #2 in the amount of \$ 1,227,650 (see Exhibit “A”).

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

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

Section 2: That the City Commission approves Change Order #2 – Water Pipeline Replacement in the amount of \$1,227,650 bringing the total expenditure to \$3,142,500 for this vendor.

Section 3: That the City Commission approves a project allowance of \$123,000, which can be used as project contingency.

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5/21/25

6/26/25

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.

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5/21/25

6/26/25

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

Exhibit A - Change Order

CHANGE ORDER NO.: 2

Resolution No. TR8443

Contract No.:

Project No.:

Project Title: PIPELINE SERVICE LEAK REPAIRS AND REPLACEMENTS

Contractor: Plumber Mikes, Inc.

Cost: _

Estimated: Yes ☐

No ☒

Budget Number: _____

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

Additional Leak Repair Locations – over 200 locations

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	<u>\$1,664,850</u>		
Total Previous Change Orders: Qty. <u>1</u>	<u>250,000</u>	_____	<u>5/12/2025</u>
Adjusted Contract Amount:	<u>1,914,850</u>	_____	<u>7/31/2025</u>
Change Order No.: <u>2</u> (This Change Order)	<u>1,227,650</u>	_____	<u>10/31/2025</u>
Total Change Orders to Date:	<u>2</u>	_____	_____
Revised Contract Amount:	<u>3,142,500</u>	_____	_____

Notes: _____

Attachments: (List)

Total Change In Amount: Increase: \$ Decrease: \$1,227,650 No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☒

Calendar Days Calendar Days

These changes are authorized by the following signatures:

Recommended By: _____
Junior Francis
Project Manager of Utilities

_____ Date

Accepted By: _____

_____ Date

Accepted By: _____

Authorized Representative Date

Approved By: _____

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

_____ Date

Approved By: _____

Alicia Ayum
Director of Procurement

_____ Date

Approved By: _____

Stephen E. Johnson
Assistant City Manager

_____ Date

Approved By: _____

Kelvin L. Baker
Deputy City Manager

Approved By: _____

Dr. Roy Virgin

City Manager

Date

ATTEST:

Denise A. Gibbs, CMC, City Clerk

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

By _____

Austin Pamies Norris Weeks Powell, PLLC

City Attorney

END OF DOCUMENT

CHANGE ORDER #2**BID FORM SUMMARY SHEET****City of Miramar- Pipeline Leak Replacement Services****IFB NO. 24-036****SCHEDULE OF BID PRICES**

City of Miramar					
Utilities Department					
Water Pipe Repair and Replacement					
<p>The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.</p> <p>CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM</p>					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
Bid Package – Service Pipe Replacement					
<p>Proposed cost shall include mobilization, labor, supervision, equipment, tools, materials, overhead, and safety measures restoration of contractor damaged areas and site cleanup required to replace damaged concrete sidewalks in accordance with the provisions outlined in this IFB. The lump sum costs for each individual portion of the Work as set out herein shall be inclusive of all costs for each. Polypipe blue shall mean AWWA C901-17 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING.</p>					
1	Pipe Replacement (1" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1" diameter water service pipeline (polypipe blue) including all fittings from the corp stop on the watermain to the curb stop. Unit price must include restoration of pavement base materials which is flush to existing pavement.	LF	8,000	\$ 80	\$ 640,000
2	Pipe Replacement (1-1/2" dia) - This item includes pavement removal, excavation and removal of existing water lateral and replace with new 1-1/2" diameter water service pipeline (polypipe blue) including all fittings from the corp stop of the watermain to the curb stop. Unit price must include restoration of pavement base materials which is flush to existing pavement.	LF	100	\$ 90	\$ 9,000
3	Removal, disposal, furnish and install new 4-inch-thick concrete sidewalk.	SF	8,000	\$ 9.00	\$ 72,000
4	Removal, disposal, furnish and install new 6-inch-thick concrete sidewalk.	SF	1,000	\$ 11.00	\$ 11,000

5	Removal, furnish and install FDOT Type F curb and gutter	LF	50	\$ 12.00	\$ 600
6	Removal, furnish and install valley curb and gutter (FDOT drop curb)	LF	50	\$ 12.00	\$ 600
7	Removal, furnish and install FDOT Type D curb	LF	100	\$ 12.00	\$ 1,200
8	Asphalt Pavement Restoration - Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course using not more than 25% by weight of total aggregates of reclaimed asphalt. This item also includes pavement preparation, maintenance of traffic preparation, routing, and setup.	SF	15,000	\$15.00	\$ 225,000
9	Sod/Swale Restoration - Furnish all materials, labor, and equipment to lay St. Augustine Floratam, including site preparation, and all other appurtenances.	SF	5,000	\$ 50.00	\$ 250,000
10	Minimum Charge - Sidewalk, Sidewalk with Curb and Gutter, and Asphalt Restoration. This item includes removal, disposal, concrete short-load fee, to furnish and install new 4-inch or 6-inch concrete sidewalk, 3,000 psi. This item shall ONLY be used when the total cost to replace sidewalks, sidewalk with curb and gutter (concrete pavement restoration) or asphalt pavement restoration are in multiple locations within 1,320 linear feet (quarter mile) will not exceed the Minimum Charge cost. If it exceeds minimum charge, unit item price shall be used.	LS	20	\$ 600	\$ 12,000
11	Hydro-Vactor Truck Services	HR	25	\$ 250	\$ 6,250
GRAND TOTAL BASE BID PRICE					\$1,227,650

Written One Million Two Hundred Twenty Seven Thousand & Six Hundred Fifty Dollars

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

FIRM'S NAME: Plumber Mikes Inc.

CONTACT NAME: Michael Cocking

AGREEMENT

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)



AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND PLUMBER MIKES, INC FOR THE PIPELINE LEAK REPAIRS AND REPLACEMENT SERVICES IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is entered into and dated November 6, 2024, by and between the **CITY OF MIRAMAR, FLORIDA** (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **PLUMBER MIKES, INC** (the "Contractor"), a Florida corporation whose address is 2411 SW 58 Way, West Park FL 33023.

WITNESSETH:

WHEREAS, on November 6, 2024, by Resolution No. 25-30, the City Commission approved the award of Invitation for **Bids No. 24-036 (the "IFB")**, entitled **"Pipeline Leak Repairs and Replacement Services"** (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the city; and

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

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

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

ARTICLE 1 **DEFINITIONS**

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

indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

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

ARTICLE 3

CONTRACT TIME

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

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall run for one year, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 10 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions; and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 6

LIQUIDATED DAMAGES

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

ARTICLE 7

CONTRACT PRICE

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

ARTICLE 8

PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General

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

ARTICLE 9

INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

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

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

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

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

ARTICLE 11 **DEFAULT**

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

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

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

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

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

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

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

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

ARTICLE 13

CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement.
- All Addenda.
- Contractor's Bid.
- Solicitation, General Provisions.
- General Conditions.
- Technical Specifications.
- Referenced Standard Specifications; and
- Drawings.

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

ARTICLE 14

ASSIGNMENT

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

ARTICLE 15

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

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

ARTICLE 16
AUDIT AND INSPECTION RIGHTS

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

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

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

ARTICLE 17
NON-SOLICITATION

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

ARTICLE 18
PUBLIC RECORDS

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

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

18.1.2 Upon request by the City's records custodian, provide the City with a copy

of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 18.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 18.1.6** **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- 18.1.7** Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

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

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

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

- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i.) The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

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

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

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 25
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 26
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 27
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 28
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 29 **NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Mr. Michael Cocking
President
Plumber Mikes, Inc
2411 SW 58 Way
West Park, Florida 33023
Telephone: (954) 630-9717
Fax: (954) 894-7921
Email: mike@plumbermikes.com

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 30
CITY'S OWN FORCES

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

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

ARTICLE 31
LIMITATION OF LIABILITY

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

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

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

ARTICLE 32
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to

authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 33

WARRANTY AND GUARANTEE

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

ARTICLE 34

HEADINGS AND INTERPRETATION

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

ARTICLE 35

SEVERABILITY

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

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

ARTICLE 36

SCRUTINIZED COMPANIES

36.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this

Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

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

ARTICLE 37

OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 38
CONFLICT-OF-INTEREST

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

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

ARTICLE 39
VENUE AND JURISDICTION

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

ARTICLE 40
SURVIVAL OF PROVISIONS

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

ARTICLE 41
E-VERIFY PROGRAM

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

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

ARTICLE 42 **PARTICIPATION PLAN**

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

ARTICLE 43 **ENTIRE AGREEMENT**

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

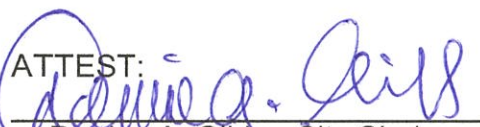
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

By: 

City Manager
Dr. Roy Virgin

This 6 day of November, 2024.

ATTEST:

Denise A. Gibbs, City Clerk

CONTRACTOR:

By: Plumbra Milos Inc
President (Michael Cockin)

Date: Oct 8 - 2024

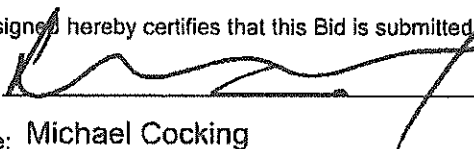


Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

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

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

END OF DOCUMENT

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a Contract with the City in the form included in this City of Miramar Bid No. IFB-24-036, to perform the Work as specified or indicated in the Solicitation entitled: **City of Miramar- Pipeline Leak Replacement Services**

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

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

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

Number	<u>1</u>	Date	<u>09-19-24</u>
	<u>2</u>		<u>09-24-24</u>
	<u> </u>		<u> </u>
	<u> </u>		<u> </u>
	<u> </u>		<u> </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 Bidding Schedule(s).

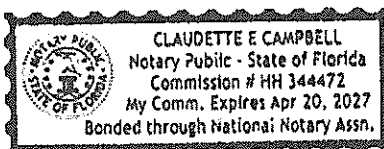
All representations made by Bidder in this Bid are made under penalty of perjury.

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

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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



END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

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

BIDDER:

Plumber Mikes Inc.

(Company Name)

(Signature)

Michael Cocking DP

(Printed Name and Title)

END OF DOCUMENT

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

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

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

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

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

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

FIRM'S NAME: Plumber Mikes Inc.

CONTACT NAME: Michael Cocking

STREET ADDRESS: 2411 SW 58th Way

CITY, STATE, ZIP CODE: Hollywood FL, 33023

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

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

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

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

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

Project/Development Name: **City of Miramar- Pipeline Leaks Replacement Services IFB 24-036**

Contractor Company Name: Plumber Mikes Inc.

Contractor Acknowledgement Michael Cocking DP

Print Name/Title

Signature

Date: 9/25/24

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER
LIST OF SUBCONTRACTORS:

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

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

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

1 INCH & 1 1/2 INCH POLY PIPE

A. BERGER PLUMBING SUPPLY

B. ROY DAVIS PLUMBING SUPPLY

BRASS FITTINGS

A. COZINE PLUMBING SUPPLY

B. WOOL WHOLESALE PLUMBING SUPPLY

A. _____

B. _____

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name:

City of Miramar- Pipeline Leak Repairs and Replacement Services

IFB No. 24-036

Contractor Company Name: Plumber Mikes

Contractor Acknowledgement Michael Cocking DP

Print Name/Title

Signature

Date: 09-25-24

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

- (1) CONTRACTOR'S name and address: Plumber Mikes Inc.
2411 SW 58th Way, Hollywood, FL. 33023
- (2) CONTRACTOR'S telephone number: 954-630-9717
- (3) CONTRACTOR'S license: Primary classification: Plumber
State License No. and Expiration Date: CFC - 1428374 08-31-26
Supplemental classification held, if any: Plumber
Name of Licensee, if different from (1) above: Mathew Cocking
- (4) Name of person who inspected site of proposed Work for your firm:
Name: Michael Cocking Date of Inspection: September 18, 2024
- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: FSB AGENCY, INC
7971 Riviera Blvd. # 211 Miramar FL. 33023. 954-589-1631
- (6) **ATTACH TO THIS BID** the resume of the person who will be designated Chief Superintendent or on-site manager.
- (7) **ATTACH TO THIS BID** a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
- (8) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
<u>1. Harbour Club Villa Condominium Ass.</u>	<u>\$700,000.00 (04-2024)</u>	<u>Justin Carlson, 1550 NE 105 St, Miami Shores FL. (presidentofhc@gmail.com)</u>
<u>2. Pines Village</u>	<u>\$350,000.00 (08-2024)</u>	<u>Mike Czajkowski 3180 Failane Farms Rd. Suite #1 Wleelington FL. mike@foster-marine.net</u>
<u>3. North Miami Beach Corona Delmar Phase 2- Sewer Connctions</u>	<u>\$998,000 (ongoing)</u>	<u>Carlos Vindel, 17050 NE 19th Avenue, North Miami Beach. Carlos.Vindel@citynmb.com</u>
<u>4. Multiple Park Projects (Sewer & Water Lines Replacement)</u>	<u>\$50,000 (06-2024)</u>	<u>Lavelle Jenrette - City of West Park 1965 S. SR7, West Park FL 33023 954-889-28888 - jenrette@cityofwestpark.org</u>

END OF DOCUMENT

BID BOND

STATE OF Florida)
) ss:
 COUNTY OF Broward)

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

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

For:

Pipeline Leak Repairs and Replacement Services

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 26th day of September, 2024, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Secretary

Plumber Mike's, Inc.
(Corporate Principal) *

By: _____
Michael Cocking

President
(Title)

ATTEST:

Ashley Boone
Secretary Ashley Boone, Admin
*Impress Corporate Seal

American Contractors Indemnity Company
(Corporate Surety) *
By: Bradford J. Guiri
Bradford J. Guiri, Attorney-In-Fact

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

END OF DOCUMENT



TOKIOMARINE
HCC

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

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

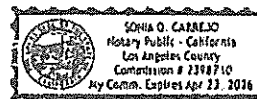
On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory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

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

WITNESS my hand and official seal.

Signature

(seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of September 2024

Corporate Seals

Bond No. 1001134097-2

Agency No. 19903 - PDF POA



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2023



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

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

ccisurety.com
866-317-3294

BID BOND RESULT FORM

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

FAX:
PHONE:

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

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

PROJECT: Pipeline Leak Repairs and Replacement Services

BOND NUMBER: 1001134097-2

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

CONTRACTOR

BID AMOUNT

1st: _____ \$ _____
2nd: _____ \$ _____
3rd: _____ \$ _____

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

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



www.ccisurety.com

Surety Bonding (Standard and Specialty)

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Broward)

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

DATED: September 25, 2024

BY: _____

(Signature)

NAME: _____

Michael Cocking

(Print)

TITLE: _____

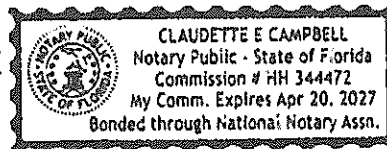
DP

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

C E Campbell
Notary Public
State of Florida at Large

My Commission Expires: 04-20-2027



END OF DOCUMENT

PUBLIC ENTITY CRIMES

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

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

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

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

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

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

P a g e | 44

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

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

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

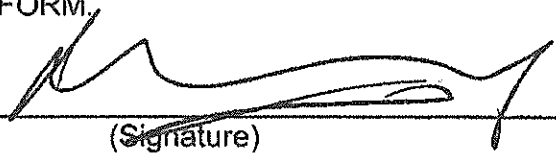
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July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

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

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

DATED: September 25, 2024

BY:


(Signature)

NAME: Michael Cocking
(Print)

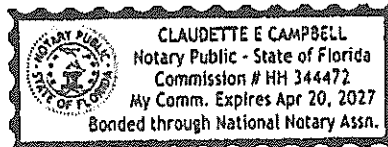
TITLE: DP

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 25th day of September, 2024, by

Michael Cocking, who is personally known to me or has produced
N/A as identification.


Notary Public
State of Florida at Large



My commission expires: 04-20-2027

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

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

Project Number: City Bid No. 24-036

Project Location: Silver Shores Community

Instructions:

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

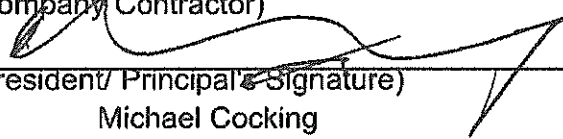
Certify this form in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

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

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

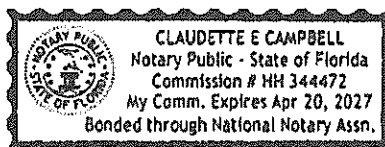
3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

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

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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


Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

Signed, sealed, and delivered,
In the presence of:

Witness

Witness

By: 

Michael Cocking

(Print Name)

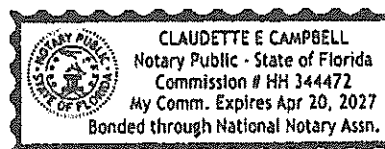
DP

(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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


Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

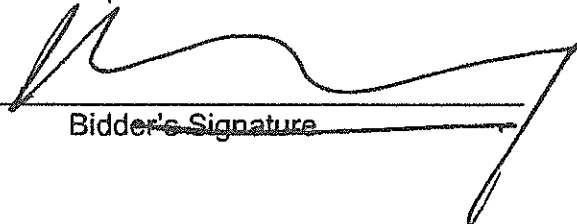
END OF DOCUMENT

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

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

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

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



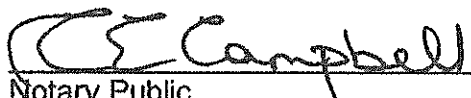
Bidder's Signature

September 25, 2024

Date

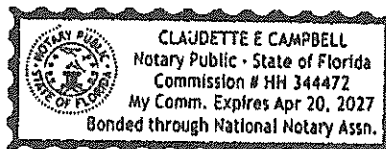
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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



Notary Public
State of Florida at Large

My Commission Expires: 04-20-2027



END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

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

DATED: September 25, 2024

BY: _____

(Signature)

NAME: Michael Cocking

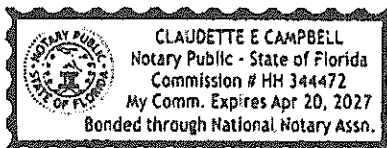
(Print)

TITLE: DP

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

C E Campbell
Notary Public
State of Florida at Large



My Commission Expires: 04-20-2027

END OF DOCUMENT

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

Name of Business: Plumber Mikes Inc.

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

Email Address: Mike@plumbermikes.com

Phone No.: 954-630-9717

Contact Person: Michael Cocking

Type of Business (check the appropriate type):

- ☒ **CONSTRUCTION / SITE ENGINEERING SERVICES** - Firms involved in the process of building, altering, repairing, improving, or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections, and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☒ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES ☒ NO ☐
Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.
- ☒ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).
A copy of FCBE Certification must be attached to this form.
Business is claiming local Business Preference YES ☒ NO ☐
(Choose below as applicable)
- ☒ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.
- ☐ Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes. **Attach a copy of a current Miramar Business Tax Receipt to this form.**

-END OF DOCUMENT-

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

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

Request for Taxpayer
Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
| | | | | | | |

OR

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

Employer identification number
6 5 0 8 3 2 9 7 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

September 25, 2024

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

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

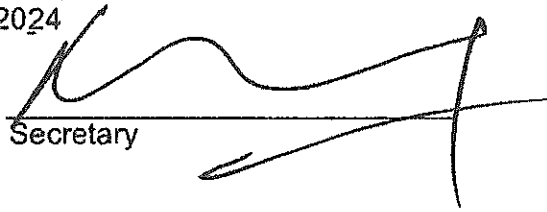
AGREEMENT CERTIFICATE (If Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Corporation Plumber Mikes, hereinafter "the Corporation", existing under the laws of the State of Florida, held on January 27, 2024, the following resolution was passed and adopted: "BE IT RESOLVED THAT Michael Cocking (name), as DP (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 25 day of September 2024


Secretary

(SEAL)

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

NOT APPLICABLE

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

"BE IT RESOLVED THAT _____ (name), as _____ (title)
of the Partnership, be and is hereby authorized to execute an Agreement by and between the
Partnership and the City of Miramar, Florida and that his/her execution thereof, attested to by the
official act and deed of the Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20_____.

Partner

(SEAL)

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

NOT APPLICABLE

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the principals of the _____
hereinafter "the Joint Venture", a Joint Venture under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

"BE IT RESOLVED that _____(name), _____(title) of the Joint
Venture, be and is hereby authorized to execute an Agreement by and between the Joint Venture
and the City of Miramar, Florida and that his/her execution thereof, attested to by the Managing
Partner of the Joint Venture, shall be the official act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Managing Partner

END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

Plumber Mikes
(Name of Corporation)

- END OF DOCUMENT -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2024

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

State of Florida

Department of State

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

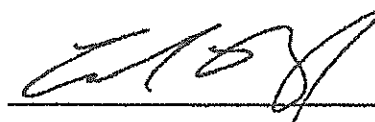
The document number of this corporation is P98000040307.

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

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

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

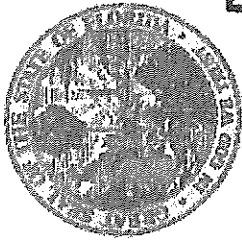



Secretary of State

Tracking Number: 2608039970CC

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

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COCKING, MATTHEWS

PLUMBER MIKE'S INC.

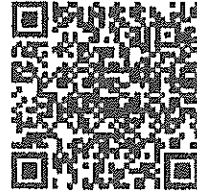
2411 SW 58TH WAY

HOLLYWOOD FL 33023

LICENSE NUMBER: CFC1428374

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/29/2024

Do not alter this document in any form.

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

CITY OF WEST PARK
LOCAL BUSINESS TAX RECEIPT

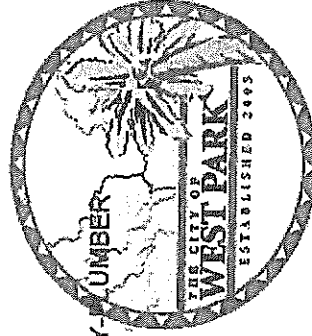
FOR PERIOD OF OCT 1, 2024 THRU SEPT 30, 2025
(954)989-2688

No: 304

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

LICENSE
PENALTY
TRANSFER

105.00



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

Total Paid
OCTOBER
NOVEMBER
DECEMBER
JANUARY

105.00
0.00
0.00
0.00
0.00

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: PLUMBER MIKES INC

Receipt #: 182-238765
Business Type: (PLUMBING)

Owner Name: MATTHEW S COCKING (QUALIFIER)

Business Location: 2411 SW 58 WAY
HOLLYWOOD
Business Phone:

Business Opened: 01/27/2011
State/County/Cert/Reg: CFC1428374
Exemption Code:

Rooms Seats Employees Machines Professionals

5

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

27.00
0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

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

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

2024 - 2025

REFERENCE QUESTIONNAIRE

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

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

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

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

Print Name: Michael Czajkowski

Title: President

Print Name: Michael Czajkowski

Date: 09/18/24

Additional Comments: _____

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

REFERENCE QUESTIONNAIRE

Reference for Contractor: Plumber Mikes Inc.
 Agency Giving Reference: City Of West Park
 Person Giving Reference: Lavelle Jenrette
 Telephone: 954-989-2688
 E-Mail: ljenrette@cityofwestpark.org
 Name of Project Completed by Contractor: Multiple Park Projects (Sewer & Water lines replacement)
 What was the Dollar value of the Project: \$50,000.00
 What was the Completion Date of the Project: June 2024

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

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

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

Print Name: Lavelle Jenrette

Title: Assistant to the City Manager

Print Name: Lavelle Jenrette

Date: 09/18/24

Additional Comments: _____

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

REFERENCE QUESTIONNAIRE

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

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

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

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

Print Name: Justin Carlson Title: President

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

Additional Comments: _____

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

EXHIBIT "B" TO EXHIBIT

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

PROJECT SCHEDULE TO BE PROVIDED UPON
ISSUANCE OF NOTICE TO PROCEED