

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

Meeting Date: June 3, 2026

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

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

Temp. Reso. Number: 8707

Item Description: Temp. Reso. #R8707, APPROVING THE FIRST ONE-YEAR RENEWAL AGREEMENT WITH MERRELL BROS., INC., IN AN AMOUNT NOT-TO-EXCEED \$1,900,000, FOR HAULING AND DISPOSAL SERVICES OF DOMESTIC WASTE SLUDGE AT THE WASTEWATER RECLAMATION FACILITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Assistant Director of Utilities Jinsheng (Jin) Huo and Procurement Director Alicia Ayum)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

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

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

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

Fiscal Impact: Yes No


REMARKS: Funding of \$1,900,000 will be available in FY27 Utilities, GL-Account 410-55-555-535-000-603400 Entitled “Wastewater Reclamation Facility – Contractual Services” pending on the approval of Fiscal Year 2027 budget.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8707**
 - **Exhibit A:** First Renewal Agreement with Merrell Bros, Inc.
- **Attachment(s)**
 - **Attachment 1:** Resolution No. 25-154



**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: May 28, 2026
RE: Temp. Reso. No. 8707 approving the First Renewal Agreement with Merrell Bros. Inc.

RECOMMENDATION: The City Manager recommends the approval of the first one-year renewal agreement with Merrell Bros, Inc., in an amount of \$1,900,000 for hauling and disposal services of domestic waste sludge at the Wastewater Reclamation Facility and authorizing the City Manager to execute an appropriate agreement.

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 Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility (“WWRF”). The treatment processes at the WWRF produce bio-solids, also known as “sludge”. Under Florida law, sludge disposal must meet the requirements established by the Florida Department of Environmental Protection (“FDEP”). Those regulations necessitate the procurement of sludge hauling services for the transportation of sludge to land application sites approved by the FDEP, in accordance with Chapter 62-640 of the Florida Administrative Code.

DISCUSSION: On July 10, 2024, the City of Miramar Commission adopted Resolution No. 24-154, approving the Award of Invitation For Bid (“IFB”) No. 24-025, entitled “Hauling and Disposal of Domestic Waste Sludge at the City of Miramar Wastewater Reclamation Facility”, to Merrell Bros, Inc. in an annual not-to-exceed amount of \$1,625,595 for an initial two (2) year term with three (3) optional one-year renewal periods.

This item will use the first of three one-year renewal options commencing July 10, 2026, to July 9, 2027. The new unit price will be \$98.41 per cubic yard; this represents a 12%

increase from current unit price of \$87.87 per cubic year. City staff evaluated the new unit price based on current market conditions, and staff deemed the new unit price fair and reasonable. The total annual purchase of hauling and disposal services has been estimated at \$1,900,000 for Fiscal Year (FY) 2027.

ANALYSIS: The sludge hauling and disposal service is needed to meet the regulatory requirements and to ensure continuous plant operation.

Funding of \$1,900,000 will be available in FY27 Utilities, GL-Account 410-55-555-535-000-603400 Entitled "Wastewater Reclamation Facility – Contractual Services" pending on the approval of FY27 budget.

Temp. Reso. No. 8707

4/16/26

5/28/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL AGREEMENT WITH MERRELL BROS., INC., IN AN AMOUNT NOT-TO-EXCEED \$1,900,000, FOR HAULING AND DISPOSAL SERVICES OF DOMESTIC WASTE SLUDGE AT THE WASTEWATER RECLAMATION FACILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department (“City”) is responsible for the operation and maintenance of the Wastewater Reclamation Facility (“WWRF”); and

WHEREAS, the treatment processes at the WWRF produce bio-solids, also known as “sludge;” and

WHEREAS, under Florida law, sludge disposal must meet the requirements established by the Florida Department of Environmental Protection (“FDEP”), and to meet the regulations, the City must retain hauling and disposal services for the transportation of the sludge to sites previously approved by the FDEP, in accordance with Chapter 62-640 of the Florida Administrative Code; and

WHEREAS, on July 10, 2024, the City of Miramar Commission adopted Resolution No. 24-154, approving the Award of Invitation For Bid (“IFB”) No. 24-025, entitled “Hauling and Disposal of Domestic Waste Sludge at the City of Miramar Wastewater Reclamation Facility,” to Merrell Bros, Inc. in an annual not-to-exceed amount of \$1,625,595 for an initial two (2) year term with three (3) optional one-year renewal periods; and

Reso. No. _____

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4/16/26

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WHEREAS, this item will use the first of three one-year renewal options commencing July 10, 2026, to July 9, 2027; and

WHEREAS, the total annual purchase for the necessary sludge hauling and disposal services has been estimated at \$1,900,000 for Fiscal Year (FY) 2027, which includes a new unit price of \$98.41 per cubic yard, which represents a 12% increase from the original unit price of \$87.87 per cubic year, and City staff evaluated the price increase based on current market conditions, and deemed it fair and reasonable; and

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

WHEREAS, The City Manager recommends that the City Commission approves approval of the first one-year renewal agreement with Merrell Bros, Inc. in an amount of \$1,900,000 for hauling and disposal services of domestic waste sludge at the WWRF, and authorizing the City Manager to execute an appropriate agreement; and

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve approval of the first one-year renewal agreement with Merrell Bros, Inc. in an amount of \$1,900,000 for hauling and disposal services of domestic waste sludge at the WWRF, and authorizing the City Manager to execute an appropriate agreement.

Temp. Reso. No. 8707

4/16/26

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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 approval of the first one-year renewal agreement with Merrell Bros, Inc. in an amount of \$1,900,000 for hauling and disposal services of domestic waste sludge at the WWRF.

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

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

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

Temp. Reso. No. 8707

4/16/26

5/28/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson Edwards

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

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



**FIRST RENEWAL AGREEMENT
FOR
FOR THE HAULING & DISPOSAL OF DOMESTIC WASTE SLUDGE AT
WASTEWATER RECLAMATION FACILITY
IN MIRAMAR, FLORIDA**

This Agreement (the “First Renewal Agreement”) is entered into as of the date of last signature herein between the City of Miramar (hereinafter “City”) and Merrell Bros., Inc (hereinafter “Provider”).

RECITALS:

WHEREAS, on July 10, 2024, through adoption of Resolution No. 24-154, the City Commission approved the award of the Invitation for Bids No. 24-025 and authorized an agreement between the Provider and the City for the provision of Hauling & Disposal of Domestic Waste Sludge (the “Work” or “Services”); and

WHEREAS, the City entered into agreement for the Services with the Provider for an initial term of two years with the option to renew for three additional one-year terms (the “Original Agreement”); and

WHEREAS, the commencement date of the initial two-year term of the Agreement was effective on July 18, 2024, and will expire on July 17, 2026; and

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

WHEREAS, on March 19, 2026, the Provider submitted a written proposal to the city outlining adjusted pricing for the Services, together with supporting cost documentation, which is attached hereto as **Exhibit “1”** (the “Price Proposal”); and

WHEREAS, the City and Provider mutually desire to renew the Agreement for the first one-year renewal period subject to continuation of all terms and conditions of the Original Agreement, with the exception of the price and the City accepts the new Price Proposal attached hereto as **Exhibit “1”** for the first one-year renewal term from July 18, 2026, through July 17, 2027; and

WHEREAS, the City hereby wishes to exercise the option to renew the Hauling & Disposal of Domestic Waste Sludge Agreement with the Provider for the first one-year renewal term from July 18, 2026, through July 17, 2027; and

WHEREAS, on _____, 2026 the City Commission adopted Resolution No. _____ authorizing the first one-year renewal term for the Hauling & Disposal of Domestic Waste Sludge Agreement with the Provider, from July 18, 2026, through July 17, 2027, and

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

1. The foregoing Recitals are true and correct and are incorporated and made a part of this First Renewal Agreement.
2. The Original Agreement is hereby renewed for the first one-year renewal term commencing on July 18, 2026, through July 17, 2027.

3. The Price Proposal submitted by the Provider and accepted by the City, attached hereto as **Exhibit "1"** is hereby incorporated into the Agreement and shall govern all pricing for Services during the renewal term.

4. All covenants, terms, and conditions contained in the Original Agreement, except for the pricing, shall remain in full force and effect through this first renewal term.

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

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

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

Dated: _____

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

PROVIDER

By: _____

Print Name: _____

Title: _____

Date: _____

Merrell Bros., Inc.
8811 W. 500 N.
Kokomo, IN 46901

EXHIBIT "1"

March 19, 2026

Omar Colbourne Jr.
Utilities Procurement Manager | Utilities Department
City of Miramar
13900 Pembroke Road
Miramar, FL 33027

Jason Chong
Utilities Procurement
City of Miramar
13900 Pembroke Road, Building A, 2nd Floor
Miramar, FL 33027

Anthony Parrish
Assistant Wastewater Plant Manager
City of Miramar
13900 Pembroke Road, Building A, 2nd Floor
Miramar, FL 33027

Re: Renewal Proposal – Agreement for Hauling & Disposal of Domestic Waste Sludge (IFB No. 24-025) – Proposed Price Adjustment

Dear Mr. Colbourne, Mr. Chong, and Mr. Parrish:

Thank you for your continued engagement and thoughtful communication regarding the renewal of *Agreement for Hauling and Disposal of Domestic Waste Sludge at the Wastewater Reclamation Facility (IFB No. 24-025)*. Merrell Bros. is honored to provide biosolids transportation, treatment, and recycling services to the City of Miramar. After discussion via meetings and careful review, we are pleased to offer the following proposal in lieu of non-renewal, along with the underlying cost documentation that supports it.

There's an old adage that says, "*The reward for good work is more work,*" and that rings true for us every day. Our company has been blessed with the responsibility of treating approximately 28% of the State's total biosolids volume - making us Florida's largest service provider in this space, something that weighs heavily as we work to provide solutions in the State of Florida, despite changing regulations, facility closures, urban development, and agricultural land-use reduction.



I want to quickly summarize major factors impacting municipalities today, driving expenses higher, and leading to marketplace instability in the biosolids utility space. These impacting factors include:

- Legislative changes (Senate Bill 290 and 1294),
- Declining agricultural acreage due to urban development
- Increased pressure on Class AA treatment facilities as residential growth encroaches on industrial-zoned areas.

Florida has grown swiftly in recent years, and this expansion of population directly results in an increased production of wastewater, and ultimately, biosolids residuals. Compounding this quantity increase, several major emergencies are currently unfolding at key facilities across the State, as wastewater treatment facility infrastructure receives ever higher loading:

Real-Time Challenges Across Florida

City of Tampa - Howard F. Curren Wastewater Treatment Plant

On April 14, 2025, Tampa urgently reached out for help as more than 60,000 annual tons of biosolids began stockpiling at their downtown treatment facility. Their longstanding land application program became non-viable under new regulations (Phosphorus based land application quantity limits due to SB 712), and no alternative plan was in place. Merrell Bros. stepped in immediately, and within a week, alongside their existing contractor, we successfully moved over 1,000 tons, stabilizing the situation and clearing the backlog. Work continues today, as I write this from their wastewater plant as trucks are loaded with today's volume. If not for this solution, alternative options would have included transporting the residual waste to landfills in Alabama or Georgia, at a steep expense.

Miami-Dade - North and Central District Treatment Plants

Miami-Dade operates three major wastewater facilities. While Merrell Bros. has been supporting the South District for nearly a year, recent system issues at the Central District led to emergency biosolids removal from the North District to alleviate the strain. On April 17, 2025, we mobilized mechanical dewatering equipment, and by April 18, we were moving an additional 3-4 loads per day to already at-capacity compost and landfill facilities. We were recently awarded a larger contract with Miami-Dade, which includes expanding capacity at our Okeechobee compost site - at a rate of \$180+ per ton - and backing up railcar shipments to an Ohio landfill should challenges arise later this year as they try a new workflow not common for Florida biosolids solutions. Today we continue to service Miami Dade's South District at a price point that is higher than \$180 per ton. Miramar prices their work in yards, and not tons, but this would be the equivalent of \$124.20 per yard.

Hillsborough County - Southeast Regional Compost Facility

Hillsborough County processes approximately 71,000 tons of biosolids annually, with 38,000 tons at its Southeast Compost Facility. Unfortunately, as landfill expansion plans progress, the



compost site is being phased out, shifting additional tonnage into an already strained marketplace. The County is looking at longer term 25-year public-private technologies (like Merrell Bros. has successfully designed, built, and operated with utilities in other Cities and States) to be located elsewhere. They are preparing procurement documents and an evaluation process that will start later this year.

City of Orlando Utilities

We previously served Orange County from 2014 to 2020. Since our contract ended, two successive contractors have struggled to maintain service levels. On April 28, 2025, we were asked to prepare resources - but at this point, every available capacity allocation we can access is fully booked. In February 2026 we were awarded an emergency PO to help alleviate biosolids volumes from the City's wastewater treatment plants.

Current Market Conditions and Capacity Shortfalls

With major volume producers in crisis, landfill tip fees are escalating sharply, jumping from \$50 per ton just 24 months ago, to \$85-100 per ton today. Conversations with key Florida and Georgia landfills, including Waste Connections, Waste Management, and Republic Services sites, consistently reflect the same reality: capacity is extremely fluid, and any available slots are short-term, competitively priced, and rapidly consumed as emergencies unfold.

The collapse of land application programs - once routine across Florida - and the closure of three major composting facilities due to neighbor complaints and development pressure have created a perfect storm. We are now facing both reduced treatment capacity statewide and increased biosolids supply, all while population growth continues to push wastewater volumes higher.

The Need for New Solutions

What is urgently needed are new, modern facilities equipped with advanced odor control, redundant treatment processes, and proven, reliable day-to-day operations capable of receiving biosolids residuals and recycling them into desirable nutrient rich fertilizers. The most critical - and often the most challenging - first step in this process is municipal leadership and commitment to begin designing, procuring, and ultimately constructing these much-needed solutions. Merrell Bros. is actively in discussion with multiple municipalities in Central and South Florida to address this challenge, and we are optimistic the treatment capacity challenges being faced in the marketplace can be solved.



Proposed Price Adjustment

Merrell Bros., Inc. proposes a 12% adjustment to the current unit rate as the condition for renewing the Agreement. The revised pricing would be as follows:

- Current Unit Rate: \$87.87 per cubic yard
- Proposed Unit Rate: \$98.41 per cubic yard
- Current Annual Contract Value: \$1,625,595.00
- Proposed Annual Contract Value: \$1,820,666.40

Cost Drivers Supporting This Request

The single most significant cost pressure we have experienced is a dramatic escalation in biosolids disposal fees at our receiving facility or others. The table below reflects our internal tip fee costs, converted to a per-cubic-yard basis to align with the Miramar contract unit, over the past four quarters:

| SMC Tip Fee – Cost Per Cubic Yard (Miramar Waste Stream) | | |
|--|-------------------------|--------------------|
| Quarter | Cost/CY (Disposal Only) | Change vs. Q1 2025 |
| Q1 2025 | \$44.00 | Baseline |
| Q2 2025 | \$44.00 | 0% |
| Q3 2025 | \$48.76 | 10.8% |
| Q4 2025 | \$61.66 | 40.1% |

As the data illustrates, our disposal cost for this waste stream alone has increased by over 40% in a single year, from \$44.00 per cubic yard in Q1 2025 to \$61.66 per cubic yard in Q4 2025. We estimate Q1 2026 will be higher still, like increasing an additional 25% as estimated at this time. This cost trajectory is not sustainable at the current contracted rate of \$87.87 per cubic yard, which must also cover transportation, labor, equipment, insurance, and overhead. The major driver behind these treatment costs relates to numerous factors affecting the economy, our specific industry, and the challenges identified previously.

Compounding the disposal cost increases, the ongoing conflict in the Middle East has created significant volatility in global diesel fuel markets. Diesel is a primary input cost for our hauling operations, and pricing instability directly impacts our ability to project and manage margins on long-term fixed-rate contracts.



A weakening broader economy has also driven sustained inflationary pressure across labor and materials. Competitive wages necessary to attract and retain qualified drivers and operators have increased materially since our original 2024 bid was submitted, adding further cost burden that was not contemplated in the original pricing.

Open-Book Financial Review

We recognize that a price adjustment of this nature requires the City to go through an internal review and approval process. To support that process and demonstrate the transparency of our cost position, Merrell Bros., Inc. is willing to conduct an open-book financial sharing session with City staff. We would walk through our direct cost documentation, including tip fee invoices, fuel cost data, and labor cost comparisons, so the City can see precisely how our costs have changed since the original bid. These numbers will justify a greater increase internally than the 12% increase being requested. We are also bearing some risk in assuming the market may stabilize in the coming twelve months, and our costs won't continue ever higher.

We believe a negotiated renewal represents the best outcome for both parties, avoiding the cost, time, and operational uncertainty of a re-solicitation process while retaining a proven contractor with an established performance record on this contract. We are committed to continuing to provide the City of Miramar with the same high standard of service throughout any renewed term.

We welcome the opportunity to meet and discuss this proposal at your earliest convenience. Please don't hesitate to reach out at any time.

Thank you for your continued confidence in Merrell Bros., Inc.

Sincerely,

Blake Merrell

Chief Operations Officer
Merrell Bros., Inc.
Cell: 765-438-5299



Temp. Reso. No. 8173
5/23/24
7/3/24

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 24-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AWARD OF INVITATION FOR BIDS NO. 22-025, ENTITLED "HAULING AND DISPOSAL OF DOMESTIC WASTE SLUDGE AT THE CITY OF MIRAMAR WASTEWATER RECLAMATION FACILITY," TO MERRELL BROS, INC., IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$1,625,595, FOR AN INITIAL TWO (2) YEAR TERM WITH THREE (3) OPTIONAL ONE (1) YEAR RENEWAL PERIODS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"); and

WHEREAS, the WWRF receives and treats wastewater flow, which is the byproduct of many uses of water by household and commercial enterprises; and

WHEREAS, the WWRF generates biosolids, also known as "sludge," which must be hauled for disposal to a site approved by the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the regulations necessitate the procurement of sludge hauling services to transport sludge to land application sites approved by the FDEP in accordance with Chapter 62-640 of the Florida Administrative Code; and

WHEREAS, on May 16, 2024, the City of Miramar advertised IFB No. 24-025, for Reso. No. 24-154

Temp. Reso. No. 8173

5/23/24

7/3/24

“Hauling and Disposal Services of Domestic Waste Sludge at the Wastewater Reclamation Facility” on DemandStar;

WHEREAS, on June 4, 2024, the Bid Opening Date, three bids were received and reviewed by the Procurement Department. MERRELL BROS, INC., is deemed as the lowest, responsible, and responsive bidder with a bid price of \$1,625,595 (Unit Price: \$87.87 per Cubic Yard); and

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

WHEREAS, the City Manager recommends approving the award of Invitation For Bids (“IFB”) No. 22-025, entitled “Hauling and Disposal of Domestic Waste Sludge at the City of Miramar Wastewater Reclamation Facility,” to Merrell Bros, Inc., in an annual not-to-exceed amount of \$1,625,595, for an initial two (2) year term with three (3) optional one-year renewal periods; and

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve IFB No. 24-025, entitled “Hauling and Disposal of Domestic Waste Sludge at the City of Miramar Wastewater Reclamation Facility,” to Merrell Bros, Inc., in an annual not-to-exceed amount of \$1,625,595, for an initial two (2) year term with three (3) optional one-year renewal periods, and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit “A,” attached hereto.

Temp. Reso. No. 8173
5/23/24
7/3/24

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

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

Section 2: The City Commission approves the award of Invitation For Bids No. 22-025, entitled “Hauling and Disposal of Domestic Waste Sludge at the City of Miramar Wastewater Reclamation Facility,” to Merrell Bros, Inc., in an annual not-to-exceed amount of \$1,625,595, for an initial two (2) year term with three (3) optional one-year renewal periods.

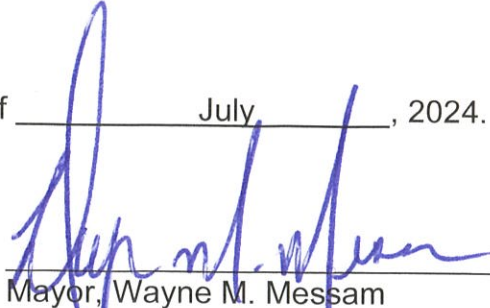
Section 3: That the City Manager is authorized to execute to an appropriate agreement attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

Temp. Reso. No. 8173
5/23/24
7/3/24

PASSED AND ADOPTED this 10 day of July, 2024.

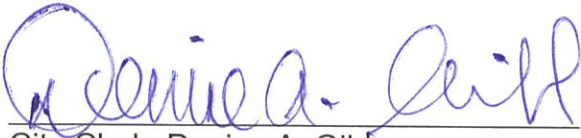


Mayor, Wayne M. Messam



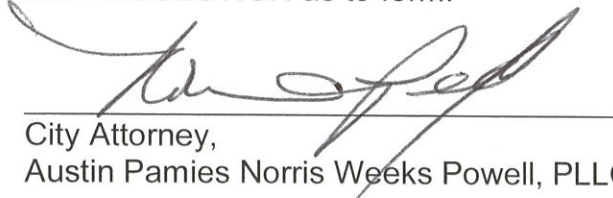
Vice Mayor, Alexandra P. Davis

ATTEST:



City Clerk, Denise A. Gibbs

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



City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

| <u>Requested by Administration</u> | <u>Voted</u> |
|------------------------------------|--------------|
| Commissioner Winston F. Barnes | Yes |
| Commissioner Maxwell B. Chambers | Yes |
| Commissioner Yvette Colbourne | Yes |
| Vice Mayor Alexandra P. Davis | Yes |
| Mayor Wayne M. Messam | Yes |



AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA

AND

MERRELL BROS, INC.

**FOR THE HAULING & DISPOSAL OF DOMESTIC WASTE
SLUDGE AT WASTEWATER RECLAMATION FACILITY
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the “Agreement”) is entered into and dated _____, 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 Merrell Bros., Inc. (the “Contractor”), a Florida Foreign Profit Corporation whose address is 8811 W. 500 N., Kokomo, IN 46901

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation for Bids No. 24-025 (the “IFB”), entitled “Hauling & Disposal of Domestic Waste Sludge” (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 (the “Parties”, 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 Hauling & Disposal of Domestic Waste Sludge and all additional Work included in the Contract Documents and the Contractor's bid, attached hereto as **Exhibit "A"**.

ARTICLE 3 **CONTRACTOR AND CITY'S RELATIONSHIP**

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

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

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work.
- B. Is experienced in all aspects of the Work required for projects 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.

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

ARTICLE 4
TERM

The term of this Agreement shall commence upon the date this Contract is executed by both parties, and shall run for two years, with the City having the option to renew the Agreement, on an annual basis, for up to three additional successive one-year renewal terms, unless terminated earlier pursuant to Article 7 of this Agreement.

The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Agreement in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of one hundred eighty (180) days.

ARTICLE 5
CONTRACT PRICE

5.1 City shall pay Contractor the base bid amount of One Million Six Hundred and Twenty-Five Thousand, Five Hundred and Ninety-Five Dollars (\$1,625,959.00) at a rate of Eighty-Seven Dollars and Eighty-Seven cents (\$87.87) per cubic yard as shown in the Contractor's Bid attached as Exhibit "A".

5.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

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

ARTICLE 6
INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, 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.
- 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 uncopied 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.

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

6.3 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.

6.4 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.

6.5 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 7 **TERMINATION**

7.1 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.

7.1.1 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.

7.1.2 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.

7.2 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 8 **DEFAULT**

8.1 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
- 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.
- 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.

8.2 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. 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 7 above.

8.3 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.

8.4 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 9
DELIVERY OF MATERIALS

9.1 Upon receipt of notice of termination under Articles 7 or 8 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.

9.2 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 3 above.

ARTICLE 10
CONTRACT DOCUMENTS

10.1 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.

10.2 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 11
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 12
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 13
AUDIT AND INSPECTION RIGHTS

13.1 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.

13.2 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.

13.3 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 14
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 15
PUBLIC RECORDS

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

15.1.1 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.

15.1.2 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.

15.1.3 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.

15.1.4 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.

15.1.5 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.

15.1.6 **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.**

15.1.7 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 16
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

16.1 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.

16.2 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.

16.3 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 17
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 18
INSURANCE

18.1 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.

18.2 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.

18.3 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 19

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 20
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 21
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 22
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 23
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 24
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 25
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 26
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: _____

Telephone:

Email:

TO CITY OF MIRAMAR:

ATTN: Dr. Roy Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
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 27
CITY'S OWN FORCES

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

27.2 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 28
LIMITATION OF LIABILITY

28.1 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.

28.2 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.

28.3 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 29
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 30
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 31

HEADINGS AND INTERPRETATION

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

ARTICLE 32

SEVERABILITY

32.1 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.

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

ARTICLE 33

SCRUTINIZED COMPANIES

33.1 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.

33.2 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.

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

33.4 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 34 **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 35 **CONFLICT-OF-INTEREST**

35.1 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.

35.2 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 36
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 37
"EQUITABLE ADJUSTMENT"

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

ARTICLE 38
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 39
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

CONTRACTOR:

By: _____

By: _____

Dr. Roy L. Virgin, City Manager

PRINT

TITLE

This ____ day of _____, 2024

Date: _____


ATTEST:

Denise Gibbs, City Clerk

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

SECTION 4 BID COVER SHEET - IFB 24-025

| | |
|---|---|
| BIDDER'S NAME (Name of firm, entity, or organization): Merrell Bros., Inc. | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: 35-1681490 | |
| NAME AND TITLE OF BIDDER'S CONTACT PERSON: | |
| Name: Dustin Smith | Title: Chief Business Development Officer |
| MAILING ADDRESS: | |
| Street Address: 8811 W. 500 N. | |
| City, State, Zip: Kokomo, IN 46901 | |
| TELEPHONE: (574) 699-7782 | FAX: (574) 699-7478 |
| 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: May 5, 1986 | |
| State of Incorporation/Organization: Indiana | |
| States registered in as foreign Corporation: AK, AL, AZ, AR, CA, FL, GA, HI, ID, IL, IA, LA, MS, MO, NV, NM, NC, OR, SC, TN, UT, VA, WA, WV | |
| BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: | |
| Biosolids Management, Hydraulic & Mechanical Dredging Services, Biosolids Land Application, Lagoon Cleaning & Closure, Biosolids Dewatering, Biosolids Transportation, Off-Site Biosolids Disposal/Storage, Class A & B Biosolids Processing & Disposal Facilities. | |
| LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: | |
| N/A | |
| BIDDER'S AUTHORIZED SIGNATURE: | |
| The undersigned hereby certifies that this Bid is submitted in response to this Solicitation. | |
| Signed by:  | Date: 06-04-2024 |
| Print name: Dustin Smith | Title: Chief Business Development Officer |

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

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: 06-04-2024

BIDDER: Merrell Bros., Inc.



BY: Dustin Smith

[Handwritten Signature]

(Signature)

TITLE: Chief Business Development Officer

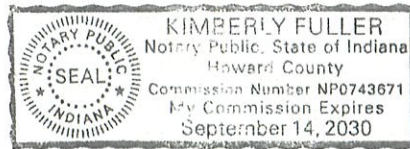
INDIANA)
STATE OF ~~FLORIDA~~)
 HOWARD) ss:
COUNTY OF ~~BROWARD~~)

SWORN TO AND SUBSCRIBED before me this 4 day of June,
2024, by Dustin Smith, who is personally known to me or has
produced N/A as identification.

Kimberly Fuller

Notary Public
State of ~~Florida~~ INDIANA

My commission expires: 09-14-2030



SECTION 6 BID PRICE SHEET

6-1 COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

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

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

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

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

**SECTION 6
 BID PRICE SHEET (CONT.)**

| ITEM NO. | DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--------------------------|--|---------------------------|------------|------------|-----------------------|
| 1. | HAUL AND DISPOSE OF CLASS B SEWAGE CAKE SLUDGE, LAND SPREADING, AS SPECIFIED HEREIN, TO AN FDEP APPROVED DISPOSAL SITE | 18,500 | CUBIC YARD | \$ 87.87 | \$1,625,595.00 |
| GRAND TOTAL OFFER | | | | | <u>\$1,625,595.00</u> |

TOTAL LUMP SUM PROJECT BID: \$1,625,595.00
 (WRITE FIGURES)

TOTAL LUMP SUM PROJECT BID: One million, six hundred twenty-five thousand, five hundred ninety-five dollars
 (WRITE AMOUNT)

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

THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED ALTERNATES AND/OR DEDUCTIVE ALTERNATES TO THE BASE BID AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST.

Company Name: Merrell Bros., Inc.
 Address: 8811 W. 500 N., Kokomo, IN 46901
 Phone Number: (574) 699-7782
 Contact Person: Dustin Smith
 Signature: 



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

**SECTION 7
ADDENDA ACKNOWLEDGEMENT FORM**

| Addendum # | Date Received |
|------------|---------------|
| 1 | 05-29-2024 |
| 2 | 06-04-2024 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

BIDDER:

Merrell Bros., Inc.
(Company Name)


(Signature)

Dustin Smith, Chief Business Development Officer
(Printed Name & Title)

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

**SECTION 8
BIDDER INFORMATION FORM**

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

- (1) How many years has your organization been in business under your present business name? 38 years
- (2) State of Florida occupational license type and number: N/A
- (3) County (state county) occupational license type and number: N/A
- (4) City of Miramar occupational license type and number: N/A

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

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

- (5) Describe experience providing services for similar (government) organizations:

See the attached list of references.

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

_____ yes ✓ _____ no

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

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

(7) Please list four (4) Government contract references:

Company Name: Pasco County, FL

Address: 14230 Hays Rd.

City, State, & Zip Code: Spring Hill, FL 34610

Contact's Name & Phone #: Justin Roessler, PhD, PE (727) 847-2411 Ext. 2084

Company Name : City of Fort Myers, FL

Address: 1501 Raleigh St.

City, State, & Zip Code: Fort Myers, FL 33916

Contact's Name & Phone #: Heath Laufenberg (239) 321-7574

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

Company Name: City of Sunrise, FL

Address: 10770 West Oakland Park Blvd.

City, State, & Zip Code: Sunrise, FL 33351

Contact's Name & Phone #: Ted Petrides (954) 888-6035

Company Name : West Palm Beach - East Central Regional WWTF

Address: 4375 Easley Drive

City, State, & Zip Code: West Palm Beach, FL 33417

Contact's Name & Phone #: Shemeez Mosadee (561) 835-7400 Ext. 7468

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

**SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS**

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

Company Name: N/A - ALL WORK TO BE PERFORMED BY MBI

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: N/A

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

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

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.

| <u>Equipment/Material Item</u> | <u>Supplier</u> |
|---|-----------------|
| <u>N/A - ALL EQUIPMENT OWNED BY MBI</u> | A. _____ |
| | B. _____ |
| _____ | A. _____ |
| | B. _____ |
| _____ | A. _____ |
| | B. _____ |

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

| Equipment or Material Item | Specification Section | Alternate Supplier (list one only per item) |
|--|-----------------------|---|
| 1. N/A - ALL EQUIPMENT OWNED BY MERRELL BROS., INC | | |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

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

**SECTION 11
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 Merrell Bros., Inc.

by Dustin Smith

for IFB 24-025 Hauling & Disposal of Domestic Waste Sludge

whose business address is 8811 W. 500 N., Kokomo, IN 46901

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-1681490

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

N/A

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

a. A predecessor or successor of a person convicted of a public entity crime;
or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

DATED: 06-04-2024
BY: [Signature] (Signature)

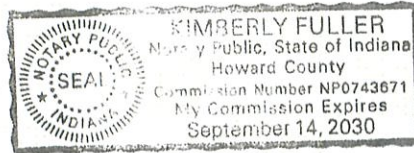
NAME:
Dustin Smith
(Print)

TITLE:
Chief Business Development Officer

INDIANA
STATE OF ~~FLORIDA~~)
HOWARD) ss:
COUNTY OF ~~BROWARD~~)

SWORN TO AND SUBSCRIBED before me this 4 day of June,
2024, by Dustin Smith, who is personally known to me or has
produced N/A as identification.

[Signature]
Notary Public
State of ~~Florida~~ Indiana



My commission expires: 09-14-2030

**END
DOCUMENT**

SECTION 12 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

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

**SECTION 12
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

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



Bidder's Signature

Dustin Smith

Print Name


END DOCUMENT

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

**SECTION 13
ANTI-KICKBACK AFFIDAVIT**

INDIANA
STATE OF ~~FLORIDA~~)
 HOWARD) SS:
COUNTY OF ~~BROWARD~~)

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

By: 
Dustin Smith
Title: Chief Business Development Officer

Sworn and subscribed before this

4 day of June, 2024


Notary Public, State of ~~Florida~~ INDIANA

Kimberly Fuller
(Printed Name)

My commission expires: 09-14-2030

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

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

Signed, sealed and delivered
in the presence of:

Kerran Merrell
Witness

Sean Merrell
Witness

By: *[Signature]*

Dustin Smith
(Printed Name)
Chief Business Development Officer
(Title)

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

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

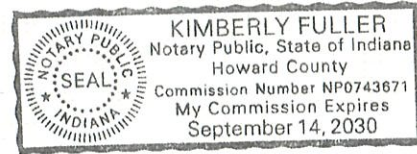
ACKNOWLEDGMENT

State of INDIANA)
) SS:
County of HOWARD)

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

WITNESS, my hand and official seal this 4 day of June, 2024.

Kimberly Fuller
Notary Public State of Indiana



My Commission Expires: 09-14-2030

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

**SECTION 15
NON-DISCRIMINATION AFFIDAVIT**

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

By: 
DUSTIN SMITH

Title: Chief Business Development Officer

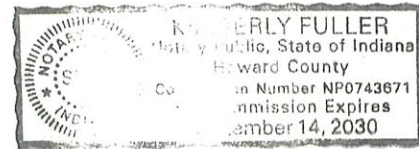
Sworn and subscribed before this

4 day of June, 2024


Notary Public State of ~~Florida~~ ~~Large~~ INDIANA

Kimberly Fuller
(Printed Name)

My commission expires: 09-14-2030



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

**SECTION 17
BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: Merrell Bros., Inc.

Address: 8811 W. 500 N., Kokomo, IN 46901

Phone No.: (574) 699-7782

Contact Person (Regarding This Form): Dustin Smith

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.

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

Business is claiming the CBE/SBE Preference No
Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming the Miramar Local Business Preference No
Please attach a copy of a current Miramar Business Tax Receipt to this form.

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

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

SECTION 17 CONTINUED
BUSINESS EMPLOYING MIRAMAR RESIDENT'S AFFIDAVIT

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


Vendor: Merrell Bros., Inc.

Address: 8811 W. 500 N., Kokomo, IN 46901

Telephone Number: (574) 699-7782 E-Mail Address: dustin@merrellbros.com

Solicitation No. and Title: IFB 24-025 Hauling & Disposal of Domestic Waste Sludge

By signing below, I hereby certify that Vendor has 2 total employees (in the company's local workforce Broward and Miami-Dade Counties), of which both are full time equivalent Miramar residents.

| | | |
|--|-------------|-------------------|
| <u></u> | <u>CBDO</u> | <u>06-04-2024</u> |
| Signature | Title | Date |

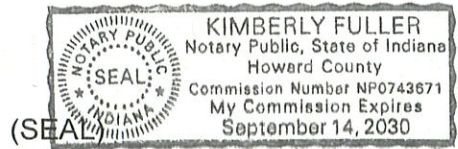
Sworn to (or affirmed) and subscribed before me
by means of physical presence or online notarization,
this 4 day of June, 24(year), by Dustin Smith.

STATE OF INDIANA

COUNTY OF HOWARD


Notary Public (Sign name of Notary Public)

My commission expires: 09-14-2030



Personally Known X or Produced Identification _____
Type of Identification Produced N/A

END OF DOCUMENT

SECTION 18

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 MERRELL BROS., INC. | |
| | Business name, if different from above N/A | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | Address (number, street, and apt. or suite no.) 8811 W. 500 N. | |
| | City, state, and ZIP code KOKOMO, IN 46901 | Requester's name and address (optional) City of Miramar 6700 Miramar Parkway Miramar, FL 33023 |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | | | | | | | | | | | | |
|---|----|---|---|---|---|---|---|---|--|--|--|---|---|---|---|---|---|---|---|---|
| Social security number | or | | | | | | | | | | | | | | | | | | | |
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| 3 | 5 | 4 | 6 | 8 | 1 | 4 | 9 | 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 ▶ <i>Kimberly Fuller</i> | Date ▶ 06-04-2024 |
|------------------|---|--------------------------|

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.

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

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

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

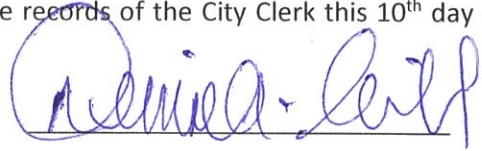
If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Certificate of Filing for a Resolution

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 24-154 was filed in the records of the City Clerk this 10th day of July, 2024.

A handwritten signature in blue ink, appearing to read "Denise A. Gibbs", is written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk