

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

Meeting Date: April 1, 2026

Presenter's Name and Title: Francois Domond, P.E. Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Mark Williams, Field Operations Manager of Utilities

Temp. Reso. Number: 8639

Item Description: Temp. Reso. #R8639, APPROVING THE AWARD OF INVITATION FOR BID ("IFB") NO. 26-004 , "ENTITLED WATER AND SEWER EMERGENCY REPAIR SERVICES", TO PLUMBER MIKE'S INC., CACIQUE UTILITIES, AND FOSTER MARINE CONTRACTORS INC. ON AN AS NEEDED BASIS IN AN ANNUAL AMOUNT NOT TO EXCEED \$1,000,000, FOR AN INITIAL TERM OF TWO YEARS, WITH THREE ONE-YEAR OPTIONAL RENEWALS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Director of Utilities Francois A. Domond, P.E., 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 \$1,000,000.00 has been appropriated in FY26 Utilities Account 410-55-100-536-000-604998 (Contingency).

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8639**
 - **Exhibit A:** Proposed Agreement with Cacique Utilities
 - **Exhibit B:** Proposed agreement with Plumber Mike's Inc.
 - **Exhibit C:** Proposed agreement with Foster Marine Construction Inc.
- **Attachment(s)**
 - **Attachment 1:** Bid Tabulation Sheet.
 - **Attachment 2:** IFB No. 26-004, Water and Sewer Emergency Repair Services



**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: March 26, 2026
RE: Temp. Reso. No. 8639 Water and Sewer Emergency Repair Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8639 Approving the Award of Invitation For Bid (“IFB”) No. 26-004, entitled "Water and Sewer Emergency Repair Services" to Cacique Utilities, Plumber Mike’s Inc., and Foster Marine Contractors, Inc. in an annual amount not-to-exceed \$1,000,000, for an initial term of two years with three one-year renewal options, and execution of the appropriate agreement in substantial conformity with Exhibits “A”, “B,” and “C” attached to the Resolution.

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

BACKGROUND: The Utilities Department is responsible for the maintenance, repair, and improvement of the City’s water and sewer infrastructure. From time to time, emergency conditions arise that require specialized equipment, services, and expertise beyond the City’s in-house capabilities to ensure compliance with safety regulations and operational standards.

The City utilizes these specialized contractual services on an as-needed basis to ensure continuous service to the residents and to maintain City standards. The previous contract has expired, so on November 19, 2025, the City advertised Invitation for Bid No. 26-004 (“IFB”), entitled “Water and Sewer Emergency Repair Services”, in a newspaper of general circulation, and on Demandstar.

DISCUSSION: The City of Miramar maintains approximately 470 miles of water mains ranging from 6 to 30 inches in diameter, water service lines, approximately 8,772 water valves, 82 miles of sewer force mains, 275 miles of gravity sewer mains, and 6,869 manhole structures. Certain emergency repairs require specialized equipment and highly skilled labor that are not available within City forces.

ANALYSIS: A non-mandatory pre-bid conference was conducted, and on the bid closing date of December 11, 2025, six (6) bids were received and evaluated by the Procurement Department. Based on the evaluation, Cacique Utilities, Plumber Mike's Inc., and Foster Marine Contractors, Inc. were determined to be the three lowest responsive and responsible bidders.

Funding for these services has been appropriated in the FY26 Utilities Budget under Account No. 410-55-100-536-000-604998, entitled *Contingency*.

Temp. Reso. No. 8639

2/4/26

3/24/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 26-004, ENTITLED "WATER AND SEWER EMERGENCY REPAIR SERVICES" TO CACIQUE UTILITIES, PLUMBER MIKE'S INC AND FOSTER MARINE CONTRACTORS, INC ON AN AS NEEDED BASIS IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$1,000,000; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Utilities Department is responsible for the maintenance, repair and improvement of the water and sewer infrastructure throughout the City; and

WHEREAS, the City's Utilities Department, on occasion, has identified emergency cases that require specialized equipment and the expertise of supplemental contractors to maintain City standards, and safety regulations; and

WHEREAS, the existing contract has expired, and in order to meet operational needs, the City readvertised for services; and

WHEREAS, on November 19, 2025, the City advertised Invitation for Bid No.26-004 ("IFB"), entitled "Water and Sewer Emergency Repair Services," in a newspaper of general circulation and on DemandStar; and

WHEREAS, on the closing date, December 11th, 2025, six (6) firms responded; and

Reso. No. _____

WHEREAS, the City's Procurement Department reviewed the bids and found Cacique Utilities, Plumber Mike's Inc. and Foster Marine Contractors, Inc were the three lowest responsive and responsible firms; and

WHEREAS,. the City Manager recommends that the City Commission approve the award of the IFB 26-004, for Water and Sewer Emergency Repair Services, and seeks authorization to execute the Agreement with Cacique Utilities, Plumber Mike's Inc., and Foster Marine Contractors, Inc, for an initial term of two years, with three one-year renewal options, in an annual amount not-to-exceed \$1,000,000; and

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

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

Section 2: That the City Commission approves the award of IFB No. 26-004, entitled "Water and Sewer Emergency Repair Services," to Cacique Utilities., Plumber Mike's Inc. and Foster Marine Contractors Inc.

Section 3: That the City Manager to execute the agreement attached hereto as Exhibit "A" "B," and "C" in an amount not-to-exceed \$1,000,000 together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

Temp. Reso. No. 8639

2/4/26

3/24/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

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



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
CACIQUE UTILITIES
FOR WATER AND SEWER EMERGENCY REPAIR SERVICES
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, 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 Cacique Utilities, Inc (the "Contractor"), a Florida corporation whose address is 3350 SW 148 Avenue Unit 110 Miramar, FI 33027.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 26-004 (the "IFB"), entitled "Water and Sewer Emergency Repair Services" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are in the best interest of the City; and

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

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

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

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2 WORK

Contractor shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "City of Miramar – Water and Sewer Emergency Repair Services," and shall provide all labor, materials, machinery, tools and equipment necessary to perform on-site services, on an as needed basis, to include, but not limited to the installation of all emergency needs for the City's Sewer and Water system as may be periodically required for the fulfillment of the Contract in strict accordance with the Contract Documents, and any and all additional Work included in the Contract Documents and the Contractor's proposal.

Estimates/Quotations:

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

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 Project, 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 similar to the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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 one-year renewal terms, unless terminated earlier pursuant to Article 7 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5 **PAYMENT PROCEDURES**

The Contractor shall submit periodic invoices for the Goods and Services provided to The 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 Contract 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, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf

of such employees against the City and/or the Engineer

- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

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

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
CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after

the Effective Date of this Agreement:

- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

8.2 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 9 **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 10 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 11 **AUDIT AND INSPECTION RIGHTS**

11.1 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.

11.2 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.

11.3 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 12 **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 13 **PUBLIC RECORDS**

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

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

13.1.5 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.

13.1.6 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.

13.1.7 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 14 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

14.1 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.

14.2 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.

14.3 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 15 **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 16 INSURANCE

16.1 Consultant 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 \$500,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$500,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

16.2 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 Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

16.3 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 17
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 18
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 19
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 20
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 21
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 22
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 23
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 24
NOTICES

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

TO CONTRACTOR:

ATTN: David Cacique
Managing Director
Cacique Utilities
3350 SW 148 Avenue
Unit # 110
Miramar, FL 33027
Telephone: (305) 216 0370

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 25
CITY'S OWN FORCES

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

25.2 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 26
LIMITATION OF LIABILITY

26.1 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.

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

26.3 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 27
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 28
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 29
DISPUTE RESOLUTION

29.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

29.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

ARTICLE 30
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 31
SCRUTINIZED COMPANIES

31.1 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.

31.2 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.

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

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

ARTICLE 33
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 34
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:

CACIQUE UTILITIES

By: _____

By: David Cacique

City Manager
Roy L. Virgin

Managing Director
David Cacique

This ____ day of _____, 2019.

Date: 01/26/2026

ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal



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



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
PLUMBER MIKE’S, INC
FOR WATER AND SEWER EMERGENCY REPAIR SERVICES
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the “Agreement”) is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA (the “City”), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Plumber Mike’s, Inc (the “Contractor”), a Florida corporation whose address is 2411 SW 58 Way, West Park Fl 33023.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 26-004 (the “IFB”), entitled “Water and Sewer Emergency Repair Services” (the “Work” or “Services”), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are in the best interest of the City; and

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

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

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

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

Contractor shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "City of Miramar – Water and Sewer Emergency Repair Services," and shall provide all labor, materials, machinery, tools and equipment necessary to perform on-site services, on an as needed basis, to include, but not limited to the installation of all emergency needs for the City's Sewer and Water system as may be periodically required for the fulfillment of the Contract in strict accordance with the Contract Documents, and any and all additional Work included in the Contract Documents and the Contractor's proposal.

Estimates/Quotations:

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

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 Project, 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 similar to the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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 one-year renewal terms, unless terminated earlier pursuant to Article 7 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5 **PAYMENT PROCEDURES**

The Contractor shall submit periodic invoices for the Goods and Services provided to The 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 Contract 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, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf

of such employees against the City and/or the Engineer

- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

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

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
CONTRACT DOCUMENTS**

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

- All Change Orders (if any) which may be delivered or issued after

the Effective Date of this Agreement:

- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

8.2 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 9 **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 10 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 11 **AUDIT AND INSPECTION RIGHTS**

11.1 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.

11.2 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.

11.3 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 12 **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 13 **PUBLIC RECORDS**

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

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

13.1.5 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.

13.1.6 **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.**

13.1.7 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 14

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

14.1 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.

14.2 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.

14.3 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 15

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 16 **INSURANCE**

16.1 Consultant 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 \$500,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$500,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

16.2 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 Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

16.3 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 17
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 18
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 19
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 20
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 21
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 22
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 23
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 24
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by 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: Michael Cocking
President
PLUMBER MIKES, INC
2411 SW 58 Way
West Park, FL 33023
Telephone: (954) 630-9717
Fax: (954) 894-7921

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 25 **CITY'S OWN FORCES**

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

25.2 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 26 **LIMITATION OF LIABILITY**

26.1 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.

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

26.3 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 27
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 28
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 29
DISPUTE RESOLUTION

29.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

29.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

ARTICLE 30
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 31
SCRUTINIZED COMPANIES

31.1 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.

31.2 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.

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

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

ARTICLE 33
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 34
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____

City Manager
Roy L. Virgin

This ____ day of _____, 2019.

ATTEST:

Denise A. Gibbs, City Clerk

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

PLUMBER MIKE'S INC

By: 

Michael Cocking
President
Michael Cocking

Date: Jan 26 - 2026

Corporate Seal



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
FOSTER MARINE CONTRACTORS, INC
FOR WATER AND SEWER EMERGENCY REPAIR SERVICES
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20___, 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 Foster Marine Contractors, Inc (the "Contractor"), a Florida corporation whose address is 3180 Fairlane Farms Road, Suite # 1, Wellington Fl 33414.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 26-004 (the "IFB"), entitled "Water and Sewer Emergency Repair Services" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are in the best interest of the City; and

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

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

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

**ARTICLE 1
DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

Contractor shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "City of Miramar – Water and Sewer Emergency Repair Services," and shall provide all labor, materials, machinery, tools and equipment necessary to perform on-site services, on an as needed basis, to include, but not limited to the installation of all emergency needs for the City's Sewer and Water system as may be periodically required for the fulfillment of the Contract in strict accordance with the Contract Documents, and any and all additional Work included in the Contract Documents and the Contractor's proposal.

Estimates/Quotations:

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

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 Project, 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 similar to the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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 one-year renewal terms, unless terminated earlier pursuant to Article 7 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5
PAYMENT PROCEDURES

The Contractor shall submit periodic invoices for the Goods and Services provided to The 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 Contract 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, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf

of such employees against the City and/or the Engineer

- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

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

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
CONTRACT DOCUMENTS**

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

- All Change Orders (if any) which may be delivered or issued after

the Effective Date of this Agreement:

- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

8.2 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 9 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 10 APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

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

ARTICLE 11 AUDIT AND INSPECTION RIGHTS

11.1 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.

11.2 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.

11.3 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 12 **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 13 **PUBLIC RECORDS**

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

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

13.1.5 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.

13.1.6 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.

13.1.7 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 14 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

14.1 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.

14.2 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.

14.3 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 15 **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 16 INSURANCE

16.1 Consultant 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 \$500,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$500,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

16.2 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 Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

16.3 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 17
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 18
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 19
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 20
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 21
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 22
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 23
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 24
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by 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: Michael Czajkowski
President
Foster Marine Contractors
3180 Fairlane Farms Road
Suite # 1
Wellington, Fl 33414
Telephone: (561) 683 0034

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 25
CITY'S OWN FORCES

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

25.2 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 26
LIMITATION OF LIABILITY

26.1 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.

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

26.3 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 27
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 28
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 29
DISPUTE RESOLUTION

29.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

29.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

ARTICLE 30
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 31
SCRUTINIZED COMPANIES

31.1 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.

31.2 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.

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

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

ARTICLE 33
E-VERIFY PROGRAM



FOSTMAR-01

KSMITH

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 1/29/2026

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

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

PRODUCER Zervos Insurety Services 4443 Lyons Road, Suite D-212 Coconut Creek, FL 33073	CONTACT NAME: Angelo Zervos PHONE (A/C, No, Ext): (248) 278-8067 FAX (A/C, No): E-MAIL ADDRESS: Angelo@zervosins.com														
INSURED Foster Marine Contractors, Inc 3180 Fairlane Farms Rd Ste 1 Wellington, FL 33414-8776	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Aspen American Insurance Company</td> <td style="text-align: center;">43460</td> </tr> <tr> <td>INSURER B : Progressive Casualty Insurance Co.</td> <td style="text-align: center;">24260</td> </tr> <tr> <td>INSURER C : American Interstate Insurance Company</td> <td style="text-align: center;">24759</td> </tr> <tr> <td>INSURER D : Markel American Insurance Company</td> <td style="text-align: center;">28932</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Aspen American Insurance Company	43460	INSURER B : Progressive Casualty Insurance Co.	24260	INSURER C : American Interstate Insurance Company	24759	INSURER D : Markel American Insurance Company	28932	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		TR0161L25	9/27/2025	9/27/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PO/AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			863617434	9/27/2025	9/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TX0161P25	9/27/2025	9/27/2026	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL3416472025	9/27/2025	9/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equip			MKLM2IM0003374	9/27/2025	9/27/2026	Per Item/Agg Limit 300,000
A	Poll & Prof Liab			TR0161L25	9/27/2025	9/27/2026	Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Water and Sewer Emergency Repair Services, Contract - IFB 26-004
 City of Miramar is an additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Miramar 2300 Civic Center Place Miramar, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



WATER AND SEWER EMERGENCY REPAIR SERVICES

IFB No. 26-004

FINAL BID OPENING TABULATION: December 11, 2025, at 2:00 P.M.

	COMPANY NAME	BASE BID AMOUNT	PREFERENCE CBE/SBE/LOCAL	COMPETITIVE BID (AFTER APPLICATION OF PREFERENCE)
1.	Plumber Mike's Inc	\$224,715.00	CBE	\$213,480.00
2.	Foster Marine Contractors	\$214,836.25	NO	\$214,836.25
3.	Cacique Utilities	\$251,840.00	Local	\$239,248.00
4.	Hinterland Group, Inc	\$324,710.00	NO	\$324,710.00
5.	David Mancini & Sons, Inc	\$798,928.00	NO	\$798,928.00
6.	Southern Underground Industries, Inc	No Bid	N/A	No Bid

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Bidders with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.
- **A CBE or SBE firm:** a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Jason Chong

Jason Chong
Opened by:

CITY OF MIRAMAR
INVITATION FOR BIDS No. 26-004
WATER AND SEWER EMERGENCY REPAIR SERVICES



The City of Miramar Commission:

Wayne M. Messam
Yvette Colbourne
Maxwell B. Chambers
Avril K. Cherasard
Carson Edwards

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

City Manager
Roy L. Virgin

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: November 19th, 2025.
DATE OPENS: December 11th, 2025, at 2:00 P.M.

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SECTION 00100 – PUBLIC NOTICE INVITING BIDS

**CITY OF MIRAMAR
WATER AND SEWER EMERGENCY REPAIR SERVICES
INVITATION FOR BIDS NO. 26-004**

- I. ALL BIDS MUST BE SUBMITTED ON OR BEFORE **December 11th, 2025, AT 2:00 P.M.**
- II. PLEASE SEE SECTION 100 FOR INSTRUCTIONS AND DETAILS TO BIDDERS ON HOW TO SUBMIT A FORMAL BID
- III. **WEBEX OPENING OF BIDS:** Bids received in the abovementioned email will be opened and read virtually via **WebEx at 2:30 P.M. on December 11th, 2025**. WebEx instructions are as follows:

IV.

Join from the meeting link

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m07985643268c3d814854fc5711300586>

Join by meeting number

Meeting number (access code): 2319 006 3467

Meeting password: VhU3KYwPE34

Tap to join from a mobile device (attendees only)
[+1-415-655-0001](tel:+14156550001), [23104616307##](tel:+14156550001) US Toll

Join by phone
[+1-415-655-0001](tel:+14156550001) US Toll
[Global call-in numbers](#)

DESCRIPTION OF WORK: The work to be performed by the successful bidder(s) is for when an emergency condition arises that necessitates **immediate action** to minimize damage and inconvenience resulting from such condition. The Successful Bidders(s) under this Contract will need to provide a combination of manpower, equipment and materials to perform emergency repairs for the City’s water distribution and/or sanitary sewer system and address any collateral damages as a result of such an emergency, including but not limited to, pavement restoration, sod restoration and related restoration services, in accordance with this Solicitation and the Bid Price Schedule.

SITE OF WORK: Citywide.

PROJECT QUESTIONS: All questions shall be submitted in writing to the City’s Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025 or, to email address: jdchong@miramarfl.gov, no later than December 4th, 2025, at 5:00 P.M. **Absolutely no questions will be answered if submitted after the question submittal deadline.**

The Contract Documents are entitled "Water and Sewer Emergency Repair Services, Invitation for Bid No. 26-004." The Contract Documents may be obtained at no charge from DemandStar.com.

BID SECURITY: Bids (if required) shall be accompanied by a certified or cashier's check, or Bid Bond, in the amount of five percent of the Total Bid Price, payable to the City of Miramar, Florida, as a guarantee that the Bidder, upon acceptance, will promptly execute the Agreement and complete the Work in accordance with the Contract Documents and the Total Bid Price stated in its Bid submittal. Bids shall not be considered unless one of the previously stated forms of Bidder's security is enclosed with the Bid.

SOLICITATION TIMETABLE:

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB Advertised	November 19 th , 2025
Deadline for written questions	December 4 th , 2025, at 5:00 P.M.
Bid Due Date and Time	December 11 th , 2025, at 2:00 P.M.
Webex Bid Opening	December 11 th , 2025, at 2:30 P.M.

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all Bids, to waive any formalities in the Solicitation process, to award certain areas or all the Work to the lowest responsive, responsible Bidder and as deemed in the best interest of the City.

END OF SECTION

SECTION 00100 – INSTRUCTIONS TO BIDDERS

BIDS MUST BE SUBMITTED BY USING ONE OF THE OPTIONS BELOW:

OPTION 1: Submit electronically via DemandStar e-bidding module at www.demandstar.com

Please note the following instructions when submitting bids via DemandStar:

1. All bids must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.

OR

OPTION 2: Delivered in person or mailed to the city.

Bidders must submit one (1) unbound one-sided original bid, neatly typed on one side only with normal margins and spacing and ___ bounded copies of the original bid by the due date and time specified in the solicitation. A USB must also be submitted with an electronic version of the complete bid.

Each Bid mailed or delivered in person to the City of Miramar (hereinafter the “City”) must be submitted in a sealed envelope or container and must have the following information clearly marked on the face of the envelope or container:

- a) Bidder's name and return address.
- b) Telephone number.
- b) Solicitation number.
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Bid being deemed “Non-Responsive” if the City determines that the Bid resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

Bids must be mailed or delivered in person to the attention of the City Clerk’s Office as shown below:

**OFFICE OF THE CITY CLERK
IFB NO. 24-027
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Bids submitted at the same time for different Solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated above. Failure to comply with this requirement may result in any such incorrectly packaged Bids not being considered.

PLEASE NOTE THAT ONLY BIDS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF:

DECEMBER 11TH, 2025, AT 2:00 P.M. EST

WILL BE ACCEPTED. SUBMITTING A BID IS SOLELY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, THE POSTAL SERVICE, INTERNET OR TECHNICAL DIFFICULTIES

OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME FOR RECEIPT OF BIDS STATED IN THE SOLICITATION DOCUMENTS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED.

THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.

TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

The bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to perform the required Services and/or provide the required Goods at the price stated by the Bidder.

END OF SECTION

SECTION 00200 - GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in this Invitation for Bids, as attachment or related documents, including exhibits, the following terms shall have the meanings indicated:

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Application for Payment" shall mean the form furnished by the Engineer that is to be used by the Contractor to request progress or final payment and includes such supporting documentation as is required by the Contract Documents.

The term "Bid" shall mean any offer or bid submitted in response to this Invitation for Bids.

The term "Bidder" shall mean anyone submitting a Bid in response to this Invitation for Bids.

The term "Bonds" shall mean the Bid, performance, and payment bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform.

The terms "CBE" or "SBE" Firm is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE") which has a Broward County Business Tax Receipt, is located and doing Business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Change Order" shall mean a document which is signed by the Contractor and the City and authorizes an adjustment in the Work, Contract Price and/or Contract Time.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall mean the City of Miramar, Florida, or its City Commission, as applicable.
The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the chief administrative officer of the City as defined by City Charter and/or Code of Ordinances.

The term "Claim" shall mean a demand, assertion, dispute, or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The term "Construction Change Directive" shall mean a written order prepared by the Engineer and signed by the City directing a change in the Work, the Contract Time and/or Contract Price.

The term "Consultant" shall mean the Architect or Engineer of record, or another Consultant engaged by the City.

The term "Contingency" shall mean a line-item contingency amount contained in the Bid Form Summary for the Project and shall not constitute a definite line item of the total Project value, but solely determinative upon the City's discretion.

The term "Contract Documents" shall mean the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), information required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings (if any), and all Addenda and Change Orders (if any).

The term "Contract" or "Agreement" shall mean any agreement, inclusive of all documents which may result from this Invitation for Bids.

The term "Contract Price" shall mean the original amount established in the Bid submittal and award by the City, as may be amended by Change Order (if any).

The term "Contract Time" shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order (if any).

The term "Contractor" shall mean the Successful Bidder with whom the City has entered the Contract.
The term "Day" shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term "Defective Work" shall mean Work that is unsatisfactory; faulty; deficient; does not conform to the requirements of the Contract Documents; does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term "Drawings" and/or "Plans" shall mean the drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the City or City's Consultant and are referred to in the Contract Documents. Shop Drawings are not drawings.

The term "Due Date and Time" shall mean the due date and time listed in the Solicitation Timetable.

The term "Effective Date of the Agreement" shall mean the date on which the Agreement becomes effective, as indicated in the Agreement. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The terms "Engineer", "Architect" or "Architect/Engineer" shall mean the City's engineer or architect.

The term "Field Order" shall mean a written order that orders minor changes in the Work but does not involve a change in the Contract Price or Contract Time.

The term "Final Completion" shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Contractor have been received by the City; and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action such as hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal law, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Contractor decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends, and similar matters which normally impact the Work shall not be considered a Force Majeure.

The term "General Requirements" shall mean all requirements set forth in this Solicitation.

The term "Goods" shall mean all Materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The term "Inspector" shall mean an authorized representative of the Consultant, or the City assigned to make necessary inspections of Materials furnished by the Successful Bidder and of the Work performed by the Successful Bidder.

The terms "Invitation for Bids", "IFB", or "Solicitation" shall mean this Invitation for Bids, including any Exhibits and Attachments as approved by the City and

amendments or Addenda issued by the Procurement Department.

The terms "Laws and Regulations", or "Laws" or "Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state, and local government entities and/or agencies.

The term "Local Business" shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements and is current on all City taxes.

The term "Materials" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the terms and conditions stated within this Invitation for Bids, by the time specified, the City may enter a Contract with the Successful Bidder.

The term "Notice to Proceed" shall mean any written notice issued by the City to the Successful Bidder authorizing the Successful Bidder to proceed with the Work.

The term "Partial Utilization" shall mean placing a portion of the Work in service for the purpose for which it is intended prior to Substantial Completion.

The term "Plans" and/or "Drawings" shall mean the official graphic representations of this Project.

The term "Procurement Department" shall mean the City of Miramar's Procurement Department.

The terms "Provider" or "Successful Bidder" shall mean the Bidder receiving an award pursuant to this Invitation for Bids.

The term "Resident Project Representative" shall mean the authorized representative of the Engineer who is assigned to the site or any part thereof.

The term "Shop Drawings" shall mean the drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, standard schedules, performance charts, instructions, and diagrams to illustrate Material or equipment for some portion of the Work.

The terms "Specifications" or "Technical Specifications" shall mean those portions of the

Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The term "Subcontractor" shall mean any person, firm, entity, or organization, other than the employees of the Successful Bidder, who contract with the Successful Bidder to furnish labor and/or Materials to the City, whether directly or indirectly, on behalf of the Successful Bidder.

The term "Substantial Completion" shall mean the date when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents.

The term "Supplier" shall mean a manufacturer, fabricator, supplier, distributor, material man, or vendor.

The term "Surety" shall mean the surety company or individual which is bound by the performance and payment bond with and for the Successful Bidder who is primarily liable and which surety company or individual is responsible for the Successful Bidder's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

The term "Underground Utilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs has caused the Contractor to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Workdays only. No time extension will be allowed for weekend rains.

The term "Workday" shall be as defined in Section 10-114 of the City Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless

otherwise provided in the General Requirements.

The terms "Work", "Scope of Work", "Scope of Services", "Services", "Program", "Project", or "Engagement" shall mean all matters and things and includes all labor, Materials, equipment, and Services that are required to be provided by the Successful Bidder in accordance with this Solicitation.

Copies of this Solicitation package may be obtained at www.DemandStar.com.

Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process.

2.02 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**," as defined by City Code Section 2-421(e). From the time of advertising, until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This prohibition does not apply to oral communications pre-bid conferences; oral presentations before selection committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission on matters not related to this Solicitation.

Any questions, explanations, or other requests by any Bidder regarding this Solicitation must be requested in writing to the City's Procurement Department at the address noted below. In addition to other penalties, violation of these provisions may render a Bid "Non-Responsive" and an award to a Bidder "Voidable."

The address and email for the Procurement Department is:

2200 Civic Center Place
Miramar, FL 33025
Attn: Jason Chong
Email: jchong@miramarfl.gov

2.03 CONTENTS OF BID

a) Solicitation Requirements.

It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance

by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

2)The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Bidder's examination of Solicitation Documents and site.

It is the responsibility of each Bidder before submitting a Bid to:

1)Examine the Solicitation documents thoroughly.

2)Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work.

3)consider the Laws and Regulations that may affect cost, progress, or performance of the Work.

4)Study and carefully correlate the Bidder's observations with the Contract Documents; and

5)Notify the City of all conflicts, errors, or discrepancies in the Contract Documents.

c) Underground Utilities (if applicable).

Information and data reflected in these Solicitation documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the City by the owners of such Underground Utilities or others. The city does not assume responsibility for the accuracy or completeness of this information or data.

d) Bidders Examinations. Before submitting a Bid, each Bidder shall (or shall be deemed to), at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and

Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of this Solicitation.

e) Access.

Upon advance written request, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems

necessary for submission of a Bid. Bidder shall fill all holes and shall clean and restore the site to its former condition upon completion of such explorations.

f) Necessary Lands.

The lands upon which the Work is to be performed, rights-of-way and easements for access (as applicable) and other lands designated for use by the Successful Bidder in performing the Work are identified in this Solicitation. All additional lands and access thereto required for any temporary construction facilities or storage of Materials and equipment are to be provided by the Successful Bidder. Easements for permanent structures or permanent changes in existing structures (as applicable) are to be obtained and paid for by the city unless otherwise provided in this Solicitation.

g) Representations by the Bidder.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Solicitation, and that without exception the Bid is premised upon performing the Work required by this Solicitation and such means, methods, techniques, sequences, or procedures as may be indicated in or required by these Solicitation documents, and that the Solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

h) Requests for Additional Information and Amendments.

1) Requests for additional information, explanation, clarification, or interpretation must be made in writing to the Procurement Department at the address identified above. Requests must be received by the Procurement Department by the deadline for written questions stated in the Solicitation Timetable. Any requests received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Bidder shall not rely on any representation, statement, or explanation other than those made in this Solicitation or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid forms. Further, it is the Bidder's responsibility to verify with the Procurement Department, and/or by

DemandStar.com before submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled “**ADDENDA ACKNOWLEDGEMENT FORM**” with their Bids.

i) Conflicts in this Solicitation.

Where there appears to be a conflict in the Scope of the Work or other detail, the conflict shall be resolved by the latest dated document issued by the City taking precedence. Additionally, to the extent the following is applicable the order of precedence shall be as follows:

1. Change Orders (if any).
2. Agreement.
3. Addenda.
4. Contractor's Bid.
5. Solicitation, general provisions.
6. General Conditions.
7. Technical Specifications.
8. Referenced Standard specifications; and
9. Drawings.

j) Prices Contained in this Solicitation.

- 1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price for Bid tabulation purposes.
- 2) If the Bidder fails to provide a discount for prompt payment, it is understood and agreed that the payment terms will be NET 30 DAYS, effective after receipt by the City of an approved Application for Payment, invoice, or final acceptance, whichever is later.

2.04 PREPARATION AND SUBMISSION OF BID

a) Preparation and Submission.

- 1) The Bid forms shall be used when submitting a Bid. Use of any other forms shall result in the Bid being deemed “Non-Responsive.”
- 2) The Bid will either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and the authorized agent shall initial, in ink, all corrections made by the Bidder. The use of pencil or erasable ink or failure to comply with

any of the foregoing may result in the rejection of the Bid.

- 3) For a unit price Bid, where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 4) The Bidder shall not charge tax to the City, as the City is exempt from all state, excise, federal and local sales tax. Any taxes on Materials and/or supplies which are purchased by the Bidder are the responsibility of the Bidder. Taxes must be incorporated in the Bid price, not as a separate item. Notwithstanding the foregoing, the city may be subject to applicable taxes on Goods purchased for the purpose of resale. Upon request, the City will provide a tax exemption certificate, if applicable.
- 5) Any telegraphic or facsimile Bid received shall **not** be considered.
- 6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.
- 7) Silence of Specifications regarding any details, or omission from Specifications of a detail shall be regarded as meaning that only the best commercial practices are to prevail, and that only Materials and workmanship of first quality are to be used. All interpretations of Specifications shall be made upon this basis.

b) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture, or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

c) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, “[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a

bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Bidders shall submit a signed and notarized statement with their Bids on the form entitled **"PUBLIC ENTITY CRIMES."**

d) Preference for CBE or SBE Firms and Local Bidders.

The City encourages CBE/SBE firms to compete for City contracts and encourages non-CBE/SBE firms and other minority vendors to use CBE/SBE firms as subcontractors. The City, its vendors, Suppliers, and Consultants should take all necessary and reasonable steps to ensure that CBE/SBE businesses can compete for and perform Contract work for the City in a nondiscriminatory environment.

To request certification or to locate a listing of certified CBE/SBE firms, access the Broward County CBE/SBE website on the Internet at: https://webapps4.broward.org/smallbusiness/sbdirect_ory.aspx

To request a current listing of local Miramar businesses, please contact the City's Procurement Department at (954) 602-3054.

1) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services, and construction.

2) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services, and construction.

3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if the

greater of any one of the following is satisfied: 1) it employs a minimum of 10 full-time equivalent ("FTE")

4) Miramar residents in the company's local workforce; or 2) Miramar residents constitute a minimum of 20 percent of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities and services.

e) Drug-free Workplace Preference.

All public Bids are subject to the City's "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled **"DRUG FREE WORKPLACE AFFIDAVIT."**

f) Anti-Kickback Affidavit

All Bidders shall submit the duly signed and notarized Bid Form entitled **"ANTI- KICKBACK AFFIDAVIT."**

g) Antitrust Laws.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with all antitrust Laws of the United States and the State of Florida to protect the public from restraint of trade, which illegally increases prices.

h) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time during the Solicitation process.

i) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have

been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities, or delivery of Services. Bidders shall also 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 lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled “**NON-DISCRIMINATION AFFIDAVIT.**”

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey before being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled “**BUSINESS/VENDOR PROFILE SURVEY.**”

l) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive, or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid form entitled “**NON-COLLUSIVE AFFIDAVIT.**”

m) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid form entitled “**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND**

CERTIFICATION.”

n) Florida Trench Safety Act.

All Bidders shall submit the duly signed and notarized Bid form entitled:

“TRENCH SAFETY ACT COMPLIANCE STATEMENT.”

2.05 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall set forth the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Due Date and Time for Bids.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by a notarized written communication from an authorized agent or principal of the Bidder delivered to the Office of the City Clerk prior to the Due Date and Time for submission of Bids.

2.06 LATE BIDS AND REQUESTS FOR WITHDRAWALS AFTER BID OPENING

Bids will **not** be accepted by the City Clerk after the Due Date and Time for Bids. Requests received for withdrawals of Bids after the Due Date and Time for Bids, but prior to the expiration of 180 calendar Days after the Due Date and Time for Bids, shall **not** be considered.

2.07 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject all, or parts of all Bids, re-advertise this Solicitation, postpone, or cancel at any time this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received.

2.08 COSTS OF BIDS

All expenses involved with the preparation and submission of Bids to the City shall be borne by the

Bidder. **No** payment shall be made for any responses received, or effort made by the Bidder relative to providing the Bid.

2.9 ORAL PRESENTATIONS

Not applicable to this Solicitation.

2.10 BID SECURITY, BONDS, AND INSURANCE

When applicable, each Bid shall be accompanied by a certified or cashier's check, or approved Bid Bond, in the amount stated in this Solicitation. The check or Bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter a Contract with the City, and will furnish the necessary insurance certificates and Bonds described in the General Requirements. In case of refusal or failure to enter the Contract, the check or Bid Bond shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form in this Solicitation. Within 30 Days after execution of the Contract, the City will return the Bid securities accompanying the Bids that are not awarded the Contract.

2.11 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the "Public Records Law." Any person wishing to view the Bids must make an appointment by calling the Procurement Department at (954) 602-3054.

All Bids submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder. Bidders must clearly notify the city of any proprietary information within its Bid when submitting the Bid.

2.12 EVALUATION OF A BID

a) Rejection of Bid.

1) The City may reject any Bid and award to the next lowest responsive, responsible Bidder

whose Bid is in the best interest of the city; or the city may award any portion of a Bid, or the city may reject and re-advertise for all or any part of this Solicitation whenever it is in the best interest of the city to do so. The City shall be the sole judge of what is in its "best interest."

2) The city may reject any Bid if prices are not reasonable, or if they exceed the City's budget for the Project, as determined by the city.

3) The City may reject any part of this Solicitation or award any part, whenever it is deemed in the best interest of the city. The City shall be the sole judge of what is in its "best interest."

b) Elimination from Consideration.

No Contract shall be awarded to any person who, or any firm which, is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance with sufficient financial resources, skills, equipment, and organization to ensure that they can satisfactorily provide the Work if awarded this Solicitation.

2) The city may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder has the capabilities required and can perform the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the City and any other governmental or private entity in making the award of any Contract.

3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, Supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, whether financial or otherwise, pertaining to and resulting from any Contract award.

5) In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information as to whether the Bidder can perform the Contract within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Bidder with Laws and ordinances relating to any other contract; the Bidder's record with environmental regulations; and the claims and litigation history of the Bidder.

2.13 AWARD OF AN AGREEMENT

a) AGREEMENT.

The Successful Bidder will be the lowest responsible, responsive Bidder that satisfies the minimum qualifications of this Solicitation and whose Bid is in the best interest of the City and who will be required to execute an Agreement in accordance with this Solicitation and the Bid. This Solicitation contains the "**AGREEMENT**". After award, a Contract similar to the Agreement in this Solicitation, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the Agreement has been executed by both parties thereto. A written Notice to Proceed issued to the Successful Bidder by the City is the sole document authorizing the commencement of activities under the Agreement.

b) Voluntary Reduction in Price.

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

c) Additional Information.

The award of an Agreement, or forfeiture of an award, may be conditioned on the timely submission of additional documents. The apparent Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in

a timely manner and in the form required or request by the City. Where the apparent Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "Non-Responsive" and shall forfeit its Bid Bond to the City.

d) Independent Contractor.

The Successful Bidder shall be a Contractor operating independently from the City. All employees and Contractors of the Successful Bidder shall be, always, employees or Contractors of the Successful Bidder and not an employee, Contractor, or agent of the City. Nor shall employees and Contractors of the Successful Bidder enjoy any privity of Contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and Contractors. The City may require the Successful Bidder to remove any employee or Contractor that the city deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of Services to the City is not in the best interest of the city. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

e) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 90 calendar Days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Bidder in writing of such extensions. Additional extensions beyond the first 90 Day extension may occur if the city and the Successful Bidder are in mutual agreement of such extensions.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder's guidance and to assist the city in evaluation purposes only. No guarantee is expressed

or implied as to quantities or dollars that will be used or ordered during the term of any Contract. The City is not obligated to place any order for a given amount during the term of any Contract.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract award does not provide exclusive rights to the Successful Bidder to receive all orders that may be generated by the City in connection with the types of Goods and/or Services requested herein.

o) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of the agreement, and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms, and conditions as set forth in the agreement.

2.14 RIGHT OF APPEAL

a) A Notice of Intent to Award for the Project is posted by the City on DemandStar.com, the City Clerk's Notice Board, and on the City's website, <https://www.miramarfl.gov/547/Public-Notices---Sunshine-Board>.

Any actual or prospective Bidder who is aggrieved in connection with the pending award of the Project or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within five Days after posting of the Intent to Award or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest containing the above information in full, including the deposit described below, is received by the City's Chief Procurement Officer.

b) The City require a deposit from a protester to compensate the city for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check and shall be the greater of one percent of the amount of the pending award or \$5,000.00.

2.15 BIDDER/CONTRACTOR

OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all Laws and Regulations applicable to the Goods and/or Services required or sought by this Solicitation. The Bidder is presumed to be familiar with all federal, state, and local Laws, ordinances, codes, and Regulations that may in any way affect the Goods and/or Services offered or required.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Plans or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

2.16 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

a) All Contracts with the City for purchase of supplies, Materials, or Services, including professional Services involving the expenditure of \$25,000.00 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors who will perform any part of the Contract Work and all Suppliers who will supply Materials for the Work directly to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute Subcontractors or Suppliers from those listed in the Bid except upon written approval of the City.

b) All Bidders shall submit the completed Bid form entitled "**INFORMATION REQUIRED OF BIDDER LIST OF SUBCONTRACTORS**" with their Bid. Failure to comply with this requirement shall render the Bid "Non-Responsive."

2.17 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation and shall not be taken by a Bidder. Taking exceptions in the Bid may render the Bid "Non-Responsive"

2.18 PERFORMANCE EVALUATION

The Successful Bidder's work will be evaluated at the completion of this Project by the City's Project Manager for this Project.

2.19 PURCHASING CARD (P-Card)

The City of Miramar has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the city may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

END OF SECTION

SECTION 2 SPECIFIC TERMS AND CONDITIONS

3-1

PURPOSE: TO ESTABLISH A CONTRACT FOR WATER AND SEWER EMERGENCY REPAIR SERVICES FOR THE CITY OF MIRAMAR

The purpose of this Solicitation is to establish a Contract for the Services specified herein from entities that will provide prompt and professional service.

The City is herein requesting Bid(s) from experienced, fully qualified, certified and licensed companies, hereinafter referred to as the "Bidder(s)", to provide the Services for the City.

3-2

TERM OF CONTRACT: TWO YEARS WITH THREE OPTIONAL ONE YEAR RENEWAL PERIODS

The Contract(s) resulting from this Solicitation shall be for a period of two years, commencing on the date on which the Contract has been signed by both parties, or, if provided, on the commencement date specified in the Contract, with three successive options to renew of one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Successful Bidder prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract, and the City Manager or her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

3-3

METHOD OF AWARD: TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER(S)

The award of any Contract(s) resulting from this Solicitation will be made to the (3) three lowest responsive, responsible Bidder(s) that meet the minimum qualifications and whose Bid(s) will be most advantageous to the City.

3-4

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

3-5

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Bidder(s) understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Bidder(s) agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

3-6

MINIMUM QUALIFICATIONS OF THE SUCCESSFUL BIDDER:

The Successful Bidder(s) shall submit proof of the following minimum qualifications with their Bid:

1. At the time of Bid opening, and throughout the term of any Contract awarded under the Water and Sewer Emergency Repair Services Solicitation, the Successful Bidder(s) shall be fully qualified and licensed to perform the Scope of Work described herein.
2. Please list three (3) verifiable client references, including name of client, contact person(s) name(s), job title, address, mobile and office telephone numbers, and an email address using the **Reference Questionnaire Form on page 60**.
3. Identify three project accounts in Florida comparable in size and nature to Miramar that have been served by the Successful Bidder(s) within the last three years and that will qualify the Bidder to meet the City's requirements for Services including **all licenses and/or certifications, references' current mailing addresses, telephone numbers and email addresses. Failure to provide ALL of the above requested information, WILL deem the Bid "Non-Responsive."**

3-7

ACCEPTANCE OF GOODS AND SERVICES BY THE CITY

The Services shall be performed by the Successful Bidder(s) consistent with the highest professional standards. Any Work not performed as required shall be corrected by the Successful Bidder(s) to the extent possible at no cost to the City.

An authorized representative of the City will inspect the Services provided under this IFB to determine acceptance of Work, appropriate invoicing and warranty conditions.

3-8

ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS

Precautions shall be always exercised for the protection of persons and property. The Successful Bidder(s) and all Subcontractors shall conform to all OSHA, state, county and City regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Successful Bidder(s) responsible for same. Barricades shall be provided by the Successful Bidder(s) when Work is performed in areas traversed by persons, automotive traffic, or when deemed necessary by the City. In such cases, the Successful Bidder(s) shall notify the City's Police Department at least seven days prior to barricading. The Successful Bidder(s) shall send this notification to:

City of Miramar
Office of the City of Miramar Police
2300 Civic Center Place
Miramar, FL 33025

3-9

DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL BIDDER(S)

To the extent applicable, the Successful Bidder(s) shall promptly correct all deficiencies and/or defects in Work and/or any Work that fails to conform to the Statement of Work, whether fabricated, installed, or completed. All corrections shall be made within seven calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Successful Bidder(s) by an authorized representative of the City. The Successful Bidder(s) shall bear all costs of correcting such rejected Work. If the Successful Bidder(s) fails to correct the Work within the period specified, the City shall place the Bidder(s) on default, obtain the Services of another party to correct the deficiencies, and charge the Successful Bidder(s) for these costs, either through a deduction from the final payment owed to the Successful Bidder(s) or through invoicing.

3-10

LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE SUCCESSFUL BIDDER(S)

Unless otherwise provided in the specifications, the Successful Bidder(s) shall furnish all labor, Materials, and equipment necessary to satisfy the completion of the Services. When not specifically identified in the specifications, such Materials and equipment shall be of a suitable type and grade for the purpose. All Materials, workmanship, and equipment shall be subject to inspection and approval of the City.

3-11

NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A PURCHASE ORDER

The Successful Bidder(s) shall neither commence any Work nor enter any City premises, land or right of way for the purpose of working until a Purchase Order has been received from the City's Procurement Department, provided that such notification shall be superseded by any emergency Work that may be specified herein.

3-12

PROTECTION OF PROPERTY AND CLEAN UP

a) To the extent applicable, all existing structures, utilities, services, roads, trees, shrubbery, grass, etc., shall be always protected against damage or interruption by the Successful Bidder(s) during the performance of the Work. The Successful Bidder(s) shall also make every effort to protect those areas leading to the surrounding job site.

b) To the extent applicable, the Successful Bidder(s) shall always keep the Work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Successful Bidder(s) shall remove from the Work premises any rubbish, tools, scaffolding, equipment, and Materials that are not property of the City. Upon completion of the Work, the Successful Bidder(s) shall leave the Work area in a clean, neat, and orderly condition satisfactory to the City. The Successful Bidder(s) is required to leave the area in perfect, complete and undamaged condition.

c) To the extent applicable, the Successful Bidder(s) shall be held responsible for repairing or replacing damaged or disturbed property to the satisfaction of the City, including property that is owned by a third party, resulting from the Successful Bidder(s) operation on the property, at no cost to the City. If the Successful Bidder(s) fails or refuses to repair or replace the property to the satisfaction of the City, the City may have the necessary Work performed and charge the cost to the Successful Bidder(s).

3-13

TOXIC AND NONTOXIC SUBSTANCES

a) The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration ("OSHA") and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local Fire Rescue Department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder(s) shall supply this information to:

City of Miramar
Fire Rescue Department
Attn: Fire Prevention
14801SW 27 Street
Miramar, FL 33027

b) To the extent applicable, all Bidder(s) must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

c) Hazardous Materials are those Materials, chemicals or substances which are flammable or which may self-react or react with other Materials to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. Hazardous materials shall include such Materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and unstable materials, highly toxic, poisonous and radioactive materials.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

3-14

SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL

The Successful Bidder(s) shall provide for each owner, key personnel, employee, or contractor, a complete national **SECURITY BACKGROUND CHECK**. These shall be provided by the Successful Bidder(s) upon issuance of a Notice to Proceed (“NTP”) acceptable to City.

The City will have the exclusive option of determining which personnel may perform Work under the Contract(s). The city may also deem certain personnel suitable to perform Work only at certain City locations or buildings, and not others.

Under no circumstance shall the Successful Bidder(s) allow personnel deemed unsuitable by the City to perform Work or substitute for suitable personnel.

END OF SECTION

SECTION 4 STATEMENT OF WORK

4-1

Background and Purpose

The Utilities Department is responsible for the maintenance, repair and improvements to water and sewer infrastructure throughout the city, including 444 miles of portable water transmission mains, over 180 miles of water service lines, 4,541 fire hydrants, 344 miles of gravity sewer mains and force mains, over eight miles of sewer laterals and 7,030 sewer manholes and 140 lift stations. Department resources are adequate for most of the City's utilities maintenance needs. However, there are cases when our resources must be supplemented by outside contractors with the appropriate equipment and specialized training to perform specific emergency repairs efficiently and in accordance with all safety regulations.

4-2

Scope of Work and Specifications

The City is seeking qualified contractors to provide on-site Services that include but may not be limited to the Successful Bidder furnishing all labor, tools, machinery, equipment, Materials, Services, and incidentals necessary for the furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system as may be periodically required, in accordance with this Solicitation and the Bid Price Schedule.

CITY OF MIRAMAR UTILITY STANDARD - WATER DISTRIBUTION MATERIALS REVIEW LIST

1. FIRE HYDRANTS, AWWA & UL approved/FM; traffic breakaway-flange, no cut bolts; non-rising stem; dry barrel; a minimum 5-1/4" main valve opening; bronze to bronze seating.

- _____ a. Mueller Super Centurion 200 A423
- _____ b. Clow Medallion F2545
- _____ c. American Darling

Note: All fire hydrants are required to be factory painted yellow.

2. RESILIENT SEAT GATE VALVES (Specified for all available sizes, AWWA & UL/FM)

- _____ a. Mueller A-2360 (for 4" through 12", and 18" through 24"); Mueller A-2361 (for 14" and 16")
- _____ b. M & H Style 3067 or 3068
- _____ c. Clow F-6100 Series
- _____ d. American Series 500

Valve coatings and linings to be fusion bonded epoxy.

3. TAPPING SLEEVE, Ductile iron with mechanical joints only.

- _____ a. M & H Style 1174/1274
- _____ b. American DIP AFC Tapping Sleeve
- _____ c. Mueller Mechanical Joint Tapping Sleeve H-615 Series
- _____ d. U.S. Pipe Mechanical Joint Tapping Sleeve

Sleeve coating to be asphalt; lining to be cement.

- *UL/FM approval required on shut-off RSGV for Double Detector check valves application only. See Detector Check Detector valve.*

4. TAPPING VALVES shall be ductile iron short body Resilient seat gate valves to be used up to 16" and gate valves for sizes larger than 16".

- _____ a. American #865 (for 4" through 12"; #565 for 14")
- _____ b. M & H Style 4751 (for 4" through 12"); 2751 (for 14" through 24")
- _____ c. Mueller T-2360 (for 4" through 12"); Mueller H-667 (for 14" through 24")
- _____ d. U.S. Pipe #5860 + 3860 Double Disc > 20"

Note: Tapping Sleeve and Valve Manufacturer shall be the same. Valve coatings and linings to be fusion bonded epoxy.

5. CURB STOPS AND YOKE VALVES Ball Valve type T-top only - Must be full port with locking wing.

- _____ a. Ford BA-43 single, UVB-43 double
- _____ b. Mueller P24258 single, P15363-06 double

6. CORPORATION STOPS Ball Valve Type

- _____ a. Ford FB-1100
- _____ b. Mueller P25028

7. CHECK VALVES for service meters. All check valves shall be dual check valve types.

- _____ a. Ford HHCA31
- _____ b. Mueller H-14460-A
- _____ c. AV McDonald 12-3HE43

8. SERVICE SADDLES stainless steel straps only, ductile iron body with a coating of fusion bonded epoxy.

- _____ a. Ford FC202
- _____ b. JCM 403 Wide Service Saddle
- _____ c. Romac 202

- _____ d. Smith Blair 317
- _____ e. Mueller Series DE2S

9. DUCTILE IRON PIPE (Class 51 min., Cement Mortar Lining, AWWA, ANSI, Water Service) Class 51 for 8" and above, and Class 52 for 4" and 6":

- _____ a. American Cast Iron Pipe Company
- _____ b. U. S. Pipe
- _____ c. McWane (Clow)

Pipe coating to be asphalt; lining to be cement.

10. Fittings, follower glands and other accessories shall be short body ductile iron conforming to AWWA C153, ANSI.

- _____ a. Tyler
- _____ b. U. S. Pipe
- _____ c. American
- _____ d. Union Foundry (McWane Clow)
- _____ e. Russco
- _____ f. EBAA
- _____ g. Star Pipe

11. POLYETHYLENE TUBING - Polyethylene compound shall comply with ASTM D 3350 and ASTM D 1248 and AWWA C-901 (Water Service)

- _____ a. Phillips 66 Petroleum Driscopipe 5100 1" and 2" (ASTM D 3408)

12. POLYVINYL CHLORIDE PIPE (4" and above)

- _____ a. Polyvinyl Chloride (PVC) Pressure Pipe (AWWA C-900, SDR-18, 150 PSI, thickness class 51 or above)

13. RESTRAINT All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

JOINT

RESTRAINT

- | | |
|---|---|
| Push-On PVC | EBAA Iron Series 2800 Harness |
| Push-On DIP | TR-Flex by U. S. Pipe or Flex Ring by American or |
| EBAA Iron Series 1700 Megalug Fittings with DIP | EBAA Iron Series 1100 Megalug Fittings |
| with PVC | EBAA Iron Series 2000 Megalug |

14. BACKFLOW PREVENTERS Cross Connection Control (Water Service 5/8" to 1" for meters)

- _____ a. Ford - HHCA 31-323 (5/8" x 3/4") HHS 31-344 (1")
- _____ b. Watts - Series A7

15. VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

* *U. S. Foundry Series 7500 no longer cast*

CITY OF MIRAMAR UTILITY STANDARD - SEWER COLLECTION AND TRANSMISSION MATERIALS REVIEW LIST

1. RESILIENT SEAT GATE VALVES; 4" through 12", UL/FM approved.

- _____ a. Mueller A-2360 (for 4" through 12", and 18" through 24"); Mueller A-2361 (for 14" and 16")
- _____ b. M & H Style 3067 or 3068
- _____ c. Clow F-6100 Series
- _____ d. American Series 2500

Valve coatings and linings to be fusion bonded epoxy.

2. PLUG VALVES, 16-inch and larger only.

- _____ a. Pratt
- _____ b. Dezurik

Valve coatings and linings to be fusion bounded epoxy.

3. TAPPING SLEEVE, Ductile iron with mechanical joints only.

- _____ a. M & H Style 1174/1274
- _____ b. American DIP AFC Tapping Sleeve
- _____ c. Mueller Mechanical Joint Tapping Sleeve H-615 Series
- _____ d. U. S. Pipe Mechanical Joint Tapping Sleeve

Sleeve coating to be asphalt; lining to be 401 ceramic epoxy.

* *UL/FM approval required on shut-off RSGV for Double Detector check valves application only. See Detector check Detector valve.*

4. TAPPING VALVES shall be ductile iron short body Resilient seat gate valves to be used up to 16" and gate valves for sizes larger than 16".

- _____ a. American #865 for 4" through 12"; #565 for 14"
- _____ b. M & H Style 4751 4" through 12"; 2751 14" through 24"
- _____ c. Mueller T-2360 (for 4" through 12"); Mueller H-667 (for 14" through 24")
- _____ d. U. S. Pipe #5860 + 3860 Double Disc > 20"

Note: Tapping Sleeve and Valve Manufacturer shall be the same. Valve coatings and linings to be fusion bonded epoxy.

5. CHECK VALVES - Pump Stations

- _____ a. M & H Style 159-02
- _____ b. Clow
- _____ c. American Flow Control
- _____ d. APCO Swing Check
- _____ e. Golden Anderson

Note: Oil cushioned check valves for operating points over 100 feet of head.

6. DUCTILE IRON PIPE * (Class 51 min., Epoxy-coated interior, AWWA, ANSI, Water Service) Class 51 for 8" and above, and Class 52 for 4" and 6".

- _____ a. American Cast Iron Pipe Company
- _____ b. U. S. Pipe
- _____ c. McWane (Clow)

Exterior pipe coating to be asphalt; linings to be Protecto 401 ceramic epoxy.

7. PVC gravity sewer shall be SDR35. Run from deepest manhole into pump station shall be DIP. All gravity lines deeper than ten (10) feet shall be SDR26.

8. Mechanical Joint with follower glands and other accessories shall be short body ductile iron conforming to AWWA C153.

- _____ a. Tyler
- _____ b. U. S. Pipe
- _____ c. American
- _____ d. Union Foundry (McWane Clow)
- _____ e. EBAA
- _____ f. Star Pipe

9. PVC SDR-35 SEWER PIPE/DUCTILE IRON PIPE ADAPTER use with all new construction (Cast iron and ductile iron fittings with mechanical or push on joints conforming to AWWA C-153 or C-110 shall be allowed as alternative when PVC sizes are not available).

- _____ a. Harco, Class 150
- _____ b. Flow Control
- _____ c. Quail

All manufacturer's pipe acceptable. Must be properly labeled as well as being AWWA/ANSI approved.

10. FLANGED ADAPTERS Ductile Iron

- _____ a. American
- _____ b. U. S. Pipe
- _____ c. Uniflanged, Series 200
- _____ d. Romac Style 613
- _____ e. Smith-Blair 912

11. MANHOLE RING AND COVER

- _____ a. U. S. Foundry 420-C

*With "CITY OF MIRAMAR" cast in iron.
Only concrete grade rings shall be used to set sanitary manhole rings and cover.*

12. RESTRAINT: All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

JOINT

RESTRAINT

Push-On PVC	EBA Iron Series 2800 Harness
Push-On DIP	TR-Flex by U. S. Pipe or Flex Ring by American or
EBA Iron Series 1700 Megalug Fittings with DIP	EBA Iron
Series 1100 Megalug Fittings with PVC	EBA Iron Series 2000
Megalug	

Note: Thrust blocked shall not be used.

13. AIR RELEASE VALVES: Provide appropriate valve for size and service intended.

- _____ a. Valmatic: Water - 38 or 45; Wastewater - 48SBW
- _____ b. Golden Anderson: Water - #945; Wastewater - #959
- _____ c. Apco

14. Couplings for use on existing facilities (VCP, etc.)

- _____ a. Fernco
- _____ b. Indiana Seal

- _____ c. Mission Coupling
- _____ d. Dallas
- _____ e. Rockwell 900 Series depending on service

15. VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

* *U. S. Foundry Series 7500 no longer cast*

16. VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

* *U. S. Foundry Series 7500 no longer cast*

4-3

FEE AND COSTS

1. Bidders shall quote an all-inclusive fee for the Work described under the Scope of Services. The all-inclusive fee shall include but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, Materials, printing, overhead and profit and any other Contractor expense for this Project, unless described as a separate cost in this Section.

4-4

MANAGEMENT AND PERSONNEL

In the Bid, attach a sheet that shall include the following information:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the Work for these Services is to be performed or managed.
 - c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).

2. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising regarding your company's performance of any services arising within the last three years from the due date of this Bid.

4-5

SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing Specifications as to any detail or omission from it as a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

END OF SECTION

SECTION 5

SAMPLE AGREEMENT

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



AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND [REDACTED] FOR WATER AND SEWER EMERGENCY REPAIR SERVICES IN MIRAMAR, FLORIDA

THIS AGREEMENT (the “Agreement”) is entered into and dated [REDACTED], 20[REDACTED], 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 [REDACTED] (the “Contractor”), a Florida corporation whose address is [REDACTED].

WITNESSETH:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bids No. 26-004 (the “IFB”), entitled “Water and Sewer Emergency Repair Services” (the “Work” or “Services”), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are in the best interest of the City; and

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

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

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

ARTICLE 1 **DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2 WORK

Successful Bidders(s) shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "City of Miramar – Water and Sewer Emergency Repair Services," and shall provide all labor, materials, machinery, tools and equipment necessary to perform on-site services to include, but not limited to the installation of all emergency needs for the City's Sewer and Water system as may be periodically required for the fulfillment of the Contract in strict accordance with the Contract Documents, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

Estimates/Quotations:

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

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 Project, 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 similar to the Project.
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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 one-year renewal terms, unless terminated earlier pursuant to Article 8 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5
CONTRACT PRICE

City shall pay Contractor \$() for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents.

ARTICLE 6
PAYMENT PROCEDURES

The Contractor shall submit periodic invoices for the Goods and Services provided to The 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 Contract 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 7
INDEMNIFICATION

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

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.

- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer.
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or 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.

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

7.3 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.

7.4 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.

7.5 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 8 **TERMINATION**

8.1 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.

8.1.1 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.

8.1.2 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.

8.2 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 9
CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the

Effective Date of this Agreement

- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

9.2 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 10 **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 11 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 12 **AUDIT AND INSPECTION RIGHTS**

12.1 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.

12.2 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.

12.3 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 13 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 14 PUBLIC RECORDS

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

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

14.1.2 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.

14.1.3 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.

14.1.4 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.

14.1.5 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.

14.1.6 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.

14.1.7 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 15

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

15.1 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.

15.2 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.

15.3 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 16

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 17

INSURANCE

17.1 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 \$500,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$500,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

17.2 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 Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

17.3 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 18
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 19
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 20
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 21
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 22
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 23
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 24
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 25
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by 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: _____
Fax: _____

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 26
CITY'S OWN FORCES

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

26.2 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 27
LIMITATION OF LIABILITY

27.1 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.

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

27.3 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 28
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 29
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 30
DISPUTE RESOLUTION

30.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

30.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

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
SCRUTINIZED COMPANIES

32.1 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.

32.2 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.

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

32.4 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 33 **SEVERABILITY**

33.1 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.

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

ARTICLE 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
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: _____
City Manager
Roy L. Virgin

by: _____

This ____ day of _____, 2019.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal

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 6
BID COVER SHEET**

BIDDER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
EMAIL OF CONTACT PERSON:	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
BIDDER'S ORGANIZATION STRUCTURE:	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
BIDDER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

SECTION 7

WATER AND SEWER EMERGENCY REPAIR SERVICES

IFB NO. 25-001

BID WORK SHEET

SEE NEXT PAGE

Section 7 - BID WORK SHEET

Item No.	Description	Quan.	Unit	Unit Price
<u>Excavated Point Repairs on Gravity Sewers</u>				
1	Point repairs to 6-inch to 10-inch pipe at depth up to 5 feet	1	LF	
2	Point repairs to 6-inch to 10-inch pipe at depth from 5 to 8 feet	1	LF	
3	Point repairs to 6-inch to 10-inch pipe at depth from 8 to 12 feet	1	LF	
4	Point repairs to 6-inch to 10-inch pipe at depth from 12 to 16 feet	1	LF	
5	Point repairs to 12-inch to 16-inch pipe at depth up to 5 feet	1	LF	
6	Point repairs to 12-inch to 16-inch pipe at depth from 5 to 8 feet	1	LF	
7	Point repairs to 12-inch to 16-inch pipe at depth from 8 to 12 feet	1	LF	
8	Point repairs to 12-inch to 16-inch pipe at depth from 12 to 16 feet	1	LF	
9	Point repairs to 12-inch to 16-inch pipe at depth greater than 16 feet	1	LF	
10	Point repairs to 18-inch and greater pipe at depth up to 5 feet	1	LF	
11	Point repairs to 18-inch and greater pipe at depth from 5 to 8 feet	1	LF	
12	Point repairs to 18-inch and greater pipe at depth from 8 to 12 feet	1	LF	
13	Point repairs to 18-inch and greater pipe at depth from 12 to 16 feet	1	LF	
14	Point repairs to 18-inch and greater pipe at depth greater than 16 feet	1	LF	
15	Point repairs to 1-inch to 1 1/2-inch service line pipe at a depth up to 3 feet	1	LF	
<u>Asbestos Cement A/C</u>				
16	6" Asbestos Cement	1	LF	
17	8" Asbestos Cement	1	LF	
18	12" Asbestos Cement	1	LF	

SECTION 7 BID WORK SHEET (CONT)

Item No.	Description	Quantity	Unit	Unit Price
<u>Water Main and Forcemain Repairs</u>				
19	6" PVC (C-900)	1	LF	
20	8" PVC (C-900)	1	LF	
21	6" DIP Main	1	LF	
22	8" DIP Main	1	LF	
23	12" DIP Main	1	LF	
24	14" DIP Main	1	LF	
25	16" DIP Main	1	LF	
26	18" DIP Main	1	LF	
27	20" DIP Main	1	LF	
28	24" DIP Main	1	LF	
29	30" DIP Main	1	LF	
30	6" Gate Valve Replacement	1	Each	
31	8" Gate Valve Replacement	1	Each	
32	12" Gate Valve Replacement	1	Each	
33	16" Gate Valve Replacement	1	Each	
34	20" Gate Valve Replacement	1	Each	
35	24" Gate Valve Replacement	1	Each	
36	30" Gate Valve Replacement	1	Each	
37	Fire Hydrant Assembly Installation	1	Each	
<u>Surface Restoration</u>				
38	Asphalt Roadway Replacement	1	SY	
39	Asphalt Roadway Replacement FDOT/Broward County	1	SY	
40	Asphalt Overlay - Structural (SP)	1	SY	
35	Concrete Curb and Gutter Replacement	1	LF	

Item No.	Description	Quantity	Unit	Unit Price
41	Concrete Sidewalk Replacement	1	SY	
42	Brick Paver Replacement	1	SF	
43	6' Chainlink Fence Replacement	1	LF	
44	6' Wood/Shadow Box Fence Replacement	1	LF	
45	St. Augustine Floratam Sod Replacement	1	SF	
46	St. Augustine FX-10 Sod Replacement	1	SF	
47	Bahia Sod Replacement	1	SF	
Other				
48	Indemnification	1	LS	
49	Permits Allowance	1	LS	
50	Maintenance of Traffic (Work on FDOT ROW)	1	LS	
51	Maintenance of Traffic (Work on Miramar Parkway); To include MOB	1	LS	

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

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

Bidders acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidders further acknowledges that the Project shall be completed based on the Contract

Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

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

Project/Development Name: City of Miramar – Water and Sewer Emergency Repair Services
IFB No. 26-004

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date: _____

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL
RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

**SECTION 8
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

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

**SECTION 9
BIDDER INFORMATION FORM**

All information supplied in connection with this form is subject to review and verification. 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? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) occupational license type and number: _____
- (4) City of Miramar occupational license type and number: _____

(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 Water and Sewer Repair Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in Section 3-6:

- (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 9
BIDDER INFORMATION FORM (CONTINUED)**

(7) Please list governmental references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**SECTION 9
BIDDER INFORMATION FORM (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

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

SECTION 10
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: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 10
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

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

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 _____

by _____

for _____

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

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

(Signature)

NAME:

(Print)

TITLE:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My commission expires:_____

**END OF
DOCUMENT**

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__, by _____, who is personally known to me ____ or has produced _____ as identification.

Notary Public
State of Florida at Large

My commission expires: _____

**END OF
DOCUMENT**

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____	_____
Witness	(Individual or Partnership Principal)
_____	_____
Witness	(Business Address)

	(City, State, Zip)

	(Business Phone)

ATTEST:

Secretary	(Corporate Principal) *
_____	By:

	(Title)

ATTEST:

Secretary	(Corporate Surety) *
*Impress Corporate Seal	By:

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

END OF DOCUMENT

SECTION 14

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

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. 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.

FLORIDA STATE STATUTE SECTION 287.087

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

Vendor's Signature

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

**SECTION 15
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) 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 _____, 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: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

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

**SECTION 16
NON-COLLUSIVE AFFIDAVIT**

State of)
) ss:
County of)

_____, being first duly sworn, deposes and says that:

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

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

**SECTION 16
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

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

Signed, sealed and delivered
in the presence of:

By: _____
Witness

Witness
(Printed Name)

(Title)

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

**SECTION 16
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned, authority personally appeared 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 ____ day of _____, 20__.

Notary Public
State of Florida at Large

My commission expires:

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

**SECTION 17
NON-DISCRIMINATION AFFIDAVIT**

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida

My commission expires:

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

SECTION 18 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Email of Contact Person: _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A **CBE or SBE firm** a small business enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing business in Broward County, and certified by Broward County Office of Economic Development and Small Business Development.

Business is claiming local Business Preference Yes ___ No___ (choose below as applicable)

- Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.
- A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% 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 PROPOSAL NON-RESPONSIVE**

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: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

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

_____	_____	_____
Signature	Title	Date

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

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

END OF DOCUMENT

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

SECTION 20

REFERENCE QUESTIONNAIRE

Reference for Contractor: _____

Agency Giving Reference: _____

Person Giving Reference: _____

Telephone: _____

E-Mail: _____

State the nature of the Project Completed by Contractor: _____

Provide the Dollar value of the Project: _____

What was the Completion Date of the Project: _____

Please provide a rating for the above-named firm by indicating below the level of satisfaction with the services provided to your Firm/Agency.

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

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

Print Name: _____ Title: _____

Sign Name: _____ Date: _____

Additional Comments: _____

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