

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

Meeting Date: January 21, 2026

Presenter's Name and Title: Marcelin Denis, Senior Utility Administrator, and Alicia Ayum, Procurement Director

Prepared By: Marcelin Denis, Senior Utility Administrator

Temp. Reso. Number: 8593

Item Description: Temp. Reso. #R8593 APPROVING THE AWARD OF INVITATION FOR BIDS NOS. 25-035, 25-037 25-038, and 25-039 ENTITLED "LIFT STATIONS 42, 59, 68, AND 76 GENERATORS / PROJECT NOS 4709-003-R, 4709-004-R, 4709-005-R, AND 4709-008-R / CONTRACT NOS H1151, H1152, H1153 AND H1174," TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, ALL FLORIDA CONTRACTING SERVICES, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENTS WITH ALL FLORIDA CONTRACTING SERVICES, LLC. FOR THE PROVISION OF CONSTRUCTION SERVICES IN AN AMOUNT NOT-TO- EXCEED \$662,685. *(Senior Utility Administrator Marcelin Denis 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 \$662,685 is available in Utilities Account No. 410-55-807-535-000-606510-54015 Entitled "CIP- Construction"

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8593**
 - **Exhibit A: Proposed Construction Agreement with All Florida Contracting Services, LLC. – Lift Station 42**
 - **Exhibit B: Proposed Construction Agreement with All Florida Contracting Services, LLC. – Lift Station 59**

- **Exhibit C: Proposed Construction Agreement with All Florida Contracting Services, LLC. – Lift Station 68**
- **Exhibit D: Proposed Construction Agreement with All Florida Contracting Services, LLC. – Lift Station 76**

- **Attachment(s)**
 - **Attachment 1 - LS 42:** Invitation for Bids No. 25-035
 - **Attachment 2 - LS 42:** Bid Tabulation Sheet (LS 42)
 - **Attachment 1 – LS 59:** Invitation for Bids No. 25-037
 - **Attachment 2 – LS 59:** Bid Tabulation Sheet (LS 59)
 - **Attachment 1 – LS 68:** Invitation for Bids No. 25-038
 - **Attachment 2 – LS 68:** Bid Tabulation Sheet (LS 68)
 - **Attachment 1 - LS 76:** Invitation for Bids No. 25-039
 - **Attachment 2 - LS 76:** Bid Tabulation Sheet (LS 76)



**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: January 15, 2026

RE: Temp. Reso. No. 8593 approving the award of Invitation for Bids Nos. 25-035, 25-037, 25-038, and 25-039, entitled "Lift Stations 42, 59, 68, and 76 Generators / Project Nos. 4709-003-R, 4709-004-R, 4709-005-R and 4709-008-R / Contract Nos. H1151, H1152, H1153, H1174," to All Florida Contracting Services, L.L.C.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8593 approving the award of Invitation for Bids Nos. 25-035, 25-037, 25-038, and 25-039, entitled "Lift Stations 42, 59, 68, and 76 Generators / Project Nos. 4709-003-R, 4709-004-R, 4709-005-R and 4709-008-R / Contract Nos. H1151, H1152, H1153, and H1174," to the lowest responsive and responsible bidder that satisfies the minimum qualifications, and whose bids are in the best interest of the City, All Florida Contracting Services, LLC.; and authorizing the City Manager to execute the proposed agreements with All Florida Contracting Services, L.L.C., for the provision of construction services in an amount not-to-exceed \$662,685.

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

BACKGROUND: The City's wastewater collection system provides sewer services to the residents and businesses of Miramar. The Utilities Department's ongoing Capital Improvement Program ("CIP") includes maintenance and upgrading of the sewer collection system infrastructure. As part of the Fiscal Year 2026 Lift Station Upgrades and Improvement Program, the Utilities Department identified the need to install permanent standby generators at Lift Stations ("LS") 42, 59, 68, and 76.

Lift Stations (LS) 42, 59, 68, and 76 are located in high-density residential areas, as described in the following table, and the addition of permanent standby generators will ensure continuous operation of the facilities during power outages.

Lift Station	Location / Sewershed Description	Residential Sewer Services
42	Huntington Development, south of Miramar Parkway / Sewershed: 10,232 linear feet (LF) of 8-inch sewer pipeline and 50 manholes MHs.	358
59	Sunset Lakes Development, west of SW 184 Avenue on Miramar Parkway / Sewershed: 24,374 LF of 8-inch sewer pipeline and 121 MHs.	492
68	Monarch Lakes Development, north of Miramar Parkway / Sewershed: 9,669 LF of 8-inch sewer pipeline and 45 MHs.	237
76	Riviera Isles Development, south of Miramar Parkway / Sewershed: 16,840 LF of 8-inch sewer pipeline and 64 MHs.	315

DISCUSSION: This is a Federal Emergency Management Agency (FEMA) - funded project that includes the installation of new standby generators with all associated appurtenances and requirements to commission the new generators. Moreover, these stations were chosen due to their strategic locations for the schools that have been designated as emergency shelters in Broward County. FEMA will fund 75% of the project, and the City of Miramar will fund 25% of the project.

ANALYSIS: On August 19, 2025, the City advertised Invitation for Bids (IFBs) Nos. 25-035, 25-037, 25-038, and 25-039, entitled: "Lift Stations 42, 59, 68, and 76 Generators / Project Nos. 4709-003-R, 4709-004-R, 4709-005-R and 4709-008-R / Contract Nos. H1151, H1152, H1153, and H1174" in a newspaper of general circulation, Social Media and DemandStar.com. On August 28, 2025, the City held a pre-bid meeting via Webex, where seven contractors were in attendance. On October 10, 2025, seven contractors submitted bids to the City. City staff evaluated the bids and bidders' references and determined that All Florida Contracting Services, L.L.C. is the lowest responsive and responsible bidder satisfying the minimum qualifications of the solicitations with combined bids in the amount of \$662,685.

Temp. Reso. No. 8593

11/10/25

1/13/26

**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 BIDS NOS 25-035, 25-037, 25-038, and 25-039, ENTITLED “LIFT STATIONS 42, 59, 68, AND 76 GENERATORS / PROJECT NOS 4709-003-R, 4709-004-R, 4709-005-R, AND 4709-008-R / CONTRACT NOS H1151, H1152, H1153 AND H1174,” TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, ALL FLORIDA CONTRACTING SERVICES, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENTS WITH ALL FLORIDA CONTRACTING SERVICES, LLC, IN AN AMOUNT NOT-TO-EXCEED \$662,685; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s wastewater collection system provides sewer services to the residents and businesses of Miramar; and

WHEREAS, the ongoing Capital Improvement Program maintains the sewer collection system infrastructure; and

WHEREAS, as part of the Fiscal Year 2026 Lift Station Upgrade and Improvement Program, the Utilities Department identified the need to install permanent standby electrical generators at Lift Stations 42, 59, 68, and 76; and

WHEREAS, this Federal Emergency Management Agency (“FEMA”) funded project includes the installation of new electrical standby generators with all associated appurtenances; and

Reso. No. _____

WHEREAS, the scope of work includes, all labor, materials, machinery, tools, equipment, necessary for the installation of new standby generators for the identified lift stations aforementioned; and

WHEREAS, on August 19, 2025, the City's Procurement Department advertised Invitation for Bids ("IFBs") Nos. 25-035, 25-037, 25-038, and 25-039, entitled "Lift Stations 42, 59, 68, and 76 Generators / Project Nos. 4709-003-R, 4709-004-R, 4709-005-R and 4709-008-R / Contract Nos. H1151, H1152, H1153, and H1174" on DemandStar and in a newspaper of general circulation; and

WHEREAS, on October 9, 2025, seven contractors submitted bid proposals to the City; and

WHEREAS, City staff evaluated the bid proposals and the respective references, and City staff determined that All Contracting Services, LLC. is the lowest responsive and responsible bidder satisfying the minimum qualifications of the solicitation and whose bid is in the best interest of the City, with a bid price of \$662,685; and

WHEREAS, the City Manager recommends that the City Commission approve the award of the IFBs to All Florida Contracting Services, LLC., and authorization for the City Manager to execute the proposed Agreements with All Florida Contracting Services, LLC., for the provision of construction services in an amount not-to-exceed \$662,685., in the forms attached hereto as Exhibits "A, B, C, and D;" and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award of the IFBs to All Florida Contracting Services, LLC., and authorization for the City Manager to execute the proposed Agreements with All Florida Contracting Services, LLC. for the provision of construction services in an amount not-to-exceed \$662,685., in the forms attached hereto as Exhibit “A, B, C and D;” and

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

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

Section 2: The City Commission approves the award of IFBs Nos 25-035, 25-037, 25-038 and 25-039, entitled “Lift Stations 42, 59, 68, and 76 Generators / Project Nos. 4709-003-R, 4709-004-R, 4709-005-R and 4709-008-R / Contract Nos. H1151, H1152, H1153, and H1174,” to All Contracting Florida Services, LLC. In a not-to-exceed amount of \$662,685 for the provision of construction services.

Section 3: That the City Manager is authorized to execute the proposed agreements with All Florida Contracting Services, LLC. In an amount not-to-exceed \$662,685, in the forms attached hereto as Exhibits “A, B, C, and D,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

Temp. Reso. No. 8593

11/10/25

1/13/26

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

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
ALL FLORIDA CONTRACTING SERVICES, LLC.
FOR
LIFTSTATION 42 GENERATOR / PROJECT NO. 4709-005-R
CONTRACT NO. H1153 / INVITATION FOR BIDS NO. 25-035
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **ALL FLORIDA CONTRACTING SERVICES, LLC.** (the "Contractor") a Florida Limited Liability Company authorized to conduct business in the state of Florida whose principal address is 3814 N.W. 126th Avenue, Coral Springs, Florida 33065.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of IFB-No. 25-035 (the "IFB"), entitled: "Liftstation 42 / Generator Project No. 4709-005-R Contract No. H1153" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

ARTICLE 2

WORK

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor One Hundred Sixty-Five Thousand Five Hundred Fifty-One Dollars (\$165,551.) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance

coverage.

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

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in

default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

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

ARTICLE 11 DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to

Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

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

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.

- B. 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.
- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18

PUBLIC RECORDS

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

- A. 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.
- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

- A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.
- D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of

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

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

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24

COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: Michael Cox
President
All Florida Contracting, LLC
3814 NW 126th Avenue
Coral Springs, Florida 33065
Telephone: (954) 775-7767
Fax: (954) 753-3122
Email: mc Cox@afcs-co.com

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30
LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31 **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 32 **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 33 **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 34 **SEVERABILITY**

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39 **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40 **PROCUREMENT OF RECOVERED MATERIALS**

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
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:

**ALL FLORIDA CONTRACTING
SERVICES, LLC.:**

By: _____
City Manager
Dr. Roy L. Virgin

By: _____
President
Michael Cox

This ____ day of _____, 2026.

Date: _____

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.

BID FORM SUMMARY
LIFTSTATION 42 / GENERATOR PROJECT NO. 4709-005-R
CONTRACT NO. H1153 / IFB-No. 25-035

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	12,020.00
B	Permit Through Building Department	1,000.00
	Job Content	
E	Pour New Concrete Pad	20,565.00
F	Set & Secure New ATS NEMA 3R	12,596.00
G	Trench fr: GEN Pad to New ATS	6,750.00
H	Lay Conduit fr: GEN Pad to New ATS	10,440.00
I	Re-route Electric fr: Main to ATS to Loads	4,560.00
J	Set & Secure New GEN W/Base tank on New Pd	79,600.00
K	Extend Fence, as needed, at Each Site	1,200.00
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	3,780.00
M	Terminate Cable	2,540.00
N	Install New Emergency Stoop	1,200.00
O	Start-up & Test	1,250.00
P	Demobilize	8,050.00
Q		
R	Total	\$ 165,551.00

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

\$165,551.00

 - *(Write Amount in Figures)*

TOTAL BASE BID AMOUNT:

One Hundred Sixty Five Thousand Five Hundred Fifty One Dollars

(Write Amount in words)

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

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

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

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

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

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 42 / GENERATOR
PROJECT NO. 4709-005-R / CONTRACT NO. H1153 / IFB-No. 25-035

Contractor Company Name: All Florida Contracting Services, LLC

Contractor Acknowledgement Michael Cox President

Print Name/Title



Signature

Date: 09/16/2025

END OF DOCUMENT



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
ALL FLORIDA CONTRACTING SERVICES, LLC.
FOR
LIFTSTATION 59 GENERATOR / PROJECT NO. 4709-004-R
CONTRACT NO. H1152 / INVITATION FOR BIDS NO. 25-037
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **ALL FLORIDA CONTRACTING SERVICES, LLC.** (the "Contractor") a Florida Limited Liability Company authorized to conduct business in the state of Florida whose principal address is 3814 N.W. 126th Avenue, Coral Springs, Florida 33065.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of IFB-No. 25-037 (the "IFB"), entitled: "Liftstation 59 / Generator Project No. 4709-004-R Contract No. H1152" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

ARTICLE 2

WORK

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor One Hundred Seventy-One Thousand Seven Hundred Twenty-Nine Dollars (\$171,729.) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance

coverage.

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

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

ARTICLE 10 TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in

default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

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

ARTICLE 11 DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to

Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

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

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

ARTICLE 14

ASSIGNMENT

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

ARTICLE 15

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

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

ARTICLE 16

AUDIT AND INSPECTION RIGHTS

16.1 Audit and Inspection Rights

- A. 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.

- B. 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.
- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18

PUBLIC RECORDS

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

- A. 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.
- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

- A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.
- D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of

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

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

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24

COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: Michael Cox
President
All Florida Contracting SVSC. LLC.
3814 NW 126th Avenue
Coral Springs, Florida 33065
Telephone: (954) 775-7767
Fax: (954) 753-3122
Email: mc Cox@afcs-co.com

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30
LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31 **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 32 **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 33 **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 34 **SEVERABILITY**

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39 **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40 **PROCUREMENT OF RECOVERED MATERIALS**

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
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:

**ALL FLORIDA CONTRACTING
SERVICES, LLC.:**

By: _____
City Manager
Dr. Roy L. Virgin

By: _____
President
Michael Cox

This ____ day of _____, 2026.

Date: _____

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.

BID FORM SUMMARY
LIFTSTATION 59 / GENERATOR PROJECT NO. 4709-004-R
CONTRACT NO. H1152 / IFB-No. 25-037

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	12,020.00
B	Permit Through Building Department	1,000.00
	Job Content	
E	Pour New Concrete Pad	20,565.00
F	Set & Secure New ATS NEMA 3R	14,540.00
G	Trench fr: GEN Pad to New ATS	7,500.00
H	Lay Conduit fr: GEN Pad to New ATS	10,440.00
I	Re-route Electric fr: Main to ATS to Loads	4,560.00
J	Set & Secure New GEN W/Base tank on New Pd	83,084.00
K	Extend Fence, as needed, at Each Site	1,200.00
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	3,780.00
M	Terminate Cable	2,540.00
N	Install New Emergency Stoop	1,200.00
O	Start-up & Test	1,250.00
P	Demobilize	8,050.00
Q		
R	Total	\$ 171,729.00

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

\$171,729.00

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

One Hundred Seventy One Thousand Seventy Hundred Twenty Nine Dollars

(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

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

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

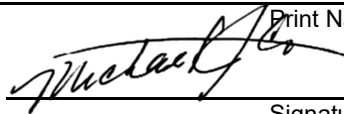
Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 59 / GENERATOR
PROJECT NO. 4709-004-R / CONTRACT NO. H1152 / IFB-No. 25-037

Contractor Company Name: All Florida Contracting Services, LLC

Contractor Acknowledgement Michael Cox President

Print Name/Title



Signature

Date: 9-16-25

END OF DOCUMENT



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
ALL FLORIDA CONTRACTING SERVICES, LLC.
FOR
LIFTSTATION 68 GENERATOR / PROJECT NO. 4709-003-R
CONTRACT NO. H1151 / INVITATION FOR BIDS NO. 25-038
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **ALL FLORIDA CONTRACTING SERVICES, LLC.** (the "Contractor") a Florida Limited Liability Company authorized to conduct business in the state of Florida whose principal address is 3814 N.W. 126th Avenue, Coral Springs, Florida 33065.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of IFB-No. 25-038 (the "IFB"), entitled: "Liftstation 68 / Generator Project No. 4709-003-R Contract No. H1151" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

ARTICLE 2

WORK

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor One Hundred Sixty-Five Thousand Nine Hundred Fifty-One Dollars (\$165,951.) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance

coverage.

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

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in

default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

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

ARTICLE 11 DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to

Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

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

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.

- B. 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.
- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18

PUBLIC RECORDS

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

- A. 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.
- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

- A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.
- D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of

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

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

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24

COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: Michael Cox
President
All Florida Contracting SVSC. LLC.
3814 NW 126th Avenue
Coral Springs, Florida 33065
Telephone: (954) 775-7767
Fax: (954) 753-3122
Email: mc Cox@afcs-co.com

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30
LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31 **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 32 **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 33 **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 34 **SEVERABILITY**

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39 **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40 **PROCUREMENT OF RECOVERED MATERIALS**

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
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:

**ALL FLORIDA CONTRACTING
SERVICES, LLC.:**

By: _____
City Manager
Dr. Roy L. Virgin

By: _____
President
Michael Cox

This ____ day of _____, 2026.

Date: _____

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.

BID FORM SUMMARY
LIFTSTATION 68 / GENERATOR PROJECT NO. 4709-003-R
CONTRACT NO. H1151 / IFB-No. 25-038

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	12,020.00
B	Permit Through Building Department	1,000.00
	Job Content	
E	Pour New Concrete Pad	20,351.00
F	Set & Secure New ATS NEMA 3R	12,596.00
G	Trench fr: GEN Pad to New ATS	6,750.00
H	Lay Conduit fr: GEN Pad to New ATS	10,440.00
I	Re-route Electric fr: Main to ATS to Loads	4,560.00
J	Set & Secure New GEN W/Base tank on New Pd	80,214.00
K	Extend Fence, as needed, at Each Site	1,200.00
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	3,780.00
M	Terminate Cable	2,540.00
N	Install New Emergency Stoop	1,200.00
O	Start-up & Test	1,250.00
P	Demobilize	8,050.00
Q		
R	Total	\$ 165,951.00

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

165,951.00

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

One Hundred Sixty Five Thousand Nine Hundred Fifty One Dollars

(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

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

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

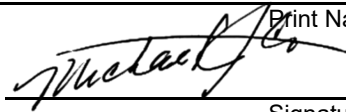
Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 68 / GENERATOR
PROJECT NO. 4709-003-R / CONTRACT NO. H1151 / IFB-No. 25-038

Contractor Company Name: All Florida Contracting Services, LLC

Contractor Acknowledgement Michael Cox President

Print Name/Title



Signature

Date: 09-16-2025

END OF DOCUMENT



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
ALL FLORIDA CONTRACTING SERVICES, LLC.
FOR
LIFTSTATION 76 GENERATOR / PROJECT NO. 4709-008-R
CONTRACT NO. H1174 / INVITATION FOR BIDS NO. 25-039
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **ALL FLORIDA CONTRACTING SERVICES, LLC.** (the "Contractor") a Florida Limited Liability Company authorized to conduct business in the state of Florida whose principal address is 3814 N.W. 126th Avenue, Coral Springs, Florida 33065.

WITNESSED:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of IFB-No. 25-039 (the "IFB"), entitled: "Liftstation 76 / Generator Project No. 4709-008-R Contract No. H1174" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

ARTICLE 2

WORK

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor One Hundred Fifty-Nine Thousand Four Hundred Fifty-Four Dollars (\$159,454.) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance

coverage.

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

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

ARTICLE 10 TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in

default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

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

ARTICLE 11 DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to

Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

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

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.

- B. 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.
- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18

PUBLIC RECORDS

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

- A. 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.
- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

- A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.
- D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of

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

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

ARTICLE 22

INDEPENDENT CONTRACTOR

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

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24

COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: Michael Cox
President
All Florida Contracting SVSC. LLC.
3814 NW 126th Avenue
Coral Springs, Florida 33065
Telephone: (954) 775-7767
Fax: (954) 753-3122
Email: mc Cox@afcs-co.com

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30
LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31 **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 32 **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 33 **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 34 **SEVERABILITY**

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39 **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40 **PROCUREMENT OF RECOVERED MATERIALS**

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
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:

**ALL FLORIDA CONTRACTING
SERVICES, LLC.:**

By: _____
City Manager
Dr. Roy L. Virgin

By: _____
President
Michael Cox

This ____ day of _____, 2026.

Date: _____

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.

BID FORM SUMMARY
LIFTSTATION 76 / GENERATOR PROJECT NO. 4709-008-R
CONTRACT NO. H1174 / IFB-No. 25-039

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	12,020.00
B	Permit Through Building Department	1,000.00
	Job Content	
E	Pour New Concrete Pad	18,500.00
F	Set & Secure New ATS NEMA 3R	13,980.00
G	Trench fr: GEN Pad to New ATS	6,705.00
H	Lay Conduit fr: GEN Pad to New ATS	10,440.00
I	Re-route Electric fr: Main to ATS to Loads	4,560.00
J	Set & Secure New GEN W/Base tank on New Pd	74,554.00
K	Extend Fence, as needed, at Each Site	1,200.00
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	3,455.00
M	Terminate Cable	2,540.00
N	Install New Emergency Stoop	1,200.00
O	Start-up & Test	1,250.00
P	Demobilize	8,050.00
Q		
R	Total	\$ 159,454.00

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

\$159,454.00

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

One Hundred Fifty Nine Thousand Four Hundred Fifty Four Dollars

(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

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

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

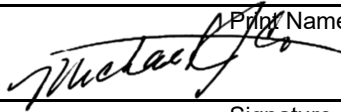
Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 76 / GENERATOR
PROJECT NO. 4709-008-R / CONTRACT NO. H1174 / IFB-No. 25-039

Contractor Company Name: All Florida Contracting Services, LLC

Contractor Acknowledgement Michael Cox President

Print Name/Title



Signature

Date: 09-16-2025

END OF DOCUMENT

CITY OF MIRAMAR
LIFTSTATION 42 GENERATOR / PROJECT NO. 4709-005-R
CONTRACT NO. H1153 / INVITATION FOR BIDS NO. 25-035



The City of Miramar Commission:

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

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

City Manager
Dr. Roy L. Virgin

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

DATE ISSUED: AUGUST 19, 2025
DATE DUE: SEPTEMBER 18, 2025, at 2:00 P.M.

THIS PROJECT IS FUNDED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) / FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

TABLE OF CONTENTS

<u>DIVISION/SECTION TITLE</u>	<u>PAGE NO.</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>	
00100 Public Notice Inviting Bids	00100-02 to 00100-04
00100 Instructions to Bidders / Scope of Work	00100-05 to 00100-09
00200 General Terms and Conditions	00200-01 to 00200-14
00300 Bid Forms (Required Forms)	00300-01 to 00300-01
Bid Cover Sheet	00300-02 to 00300-04
Addenda Acknowledgement Form	00300-05 to 00300-05
Bid Form Summary	00300-06 to 00300-07
List of Subcontractors	00300-08 to 00300-08
Named Equipment/Material Supplier List	00300-09 to 00300-09
Or Equal Supplier/Material Supplier List	00300-10 to 00300-10
Waste Pro Notification and Acknowledgement	00300-11 to 00300-11
Bidder's General Information	00300-12 to 00300-12
Anti-Kickback Affidavit	00300-13 to 00300-13
Public Entity Crimes	00300-14 to 00300-16
Trench Safety Act Compliance Statement	00300-17 to 00300-18
Non-Collusive Affidavit	00300-19 to 00300-20
Drug Free Workplace	00300-21 to 00300-22
Non-Discrimination Affidavit	00300-23 to 00300-23
Business/Vendor Profile Survey	00300-24 to 00300-24
Agreement Certificate(s)	00300-25 to 00300-27
Certificate as to Corporate Principal	00300-28 to 00300-28
Bid Bond	00300-29 to 00300-30
Performance Bond (if applicable)	00300-31 to 00300-33
Payment Bond	00300-34 to 00300-35
Affidavit Regarding the Use of Coercion	00300-36 to 00300-36
Reference Questionnaire	00300-37 to 00300-37
Release Waiver Form	00300-38 to 00300-39
Additional Forms for Info Purposes	00300-40 to 00300-40
Application for Payment	00300-41 to 00300-41
Certificate of Contractor for Payment	00300-42 to 00300-42
Affidavit for Payment	00300-43 to 00300-43
Change Order Form	00300-44 to 00300-45
Certificate of Substantial Completion	00300-46 to 00300-48
Final Release of Lien and Warranty of Title	00300-49 to 00300-51
Toxic and Nontoxic Substances	00300-52 to 00300-52
Insurance	00300-53 to 00300-54
Sample Agreement	00300-55 to 00300-78
<u>CONTRACT GENERAL CONDITIONS</u>	
General Conditions	00300-79 to 00300-102
Vendor Performance Evaluation	00300-103 to 00300-104
Prevailing Wage Table	00300-105 to 00300-112
W-9	00300-113 to 00300-113

END - TABLE OF CONTENTS

SECTION 00100 – PUBLIC NOTICE INVITING BIDS

CITY OF MIRAMAR

LIFTSTATION 42 / GENERATOR PROJECT NO. 4709-005-R
CONTRACT NO. H1153 / INVITATION FOR BIDS NO. 25-035

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

I. NON-MANDATORY WEBEX PRE-BID MEETING: The City will hold a non-mandatory pre-bid meeting via Webex at 10:00 a.m. on August 28, 2025. Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m073fbf372169846c5c2f8fda0d9813b4>

Meeting number: 2317 365 2169

Password: vfSuDRvp266

Host key: 681657

Join by video system: Dial 23173652169@miramarfl.webex.com

You can also dial: 173.243.2.68 and enter your meeting number

Join by phone: +1-415-655-0001 US Toll

Access code: 2317 365 2169

Host PIN: 5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

II. PROJECT QUESTIONS: All questions must be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025, by email to: bamartin@miramarfl.gov, no later than **September 4, 2025**. **Absolutely no questions will be answered if submitted after the question submittal deadline.**

III. BIDS DUE ON DEMANDSTAR.COM on SEPTEMBER 18, 2025, at 2:00 P.M.

IV. WEBEX OPENING OF BIDS RECEIVED VIA DEMANDSTAR.COM: Timely Bids received on Demandstar.com will be opened and read via webex call at **2:00 P.M. on September 18, 2025.**

Webex instructions are as follows:

Meeting Information:**Meeting link:**

<https://miramarfl.webex.com/miramarfl/j.php?MTID=me531951843754b150b06a5821054e0a1>

Meeting number:	2315 046 3622
Password:	S6NxJV6mqD2
Host key:	772261
Join by video system:	Dial 23150463622@miramarfl.webex.com
You can also dial:	173.243.2.68 and enter your meeting number
Join by phone:	+1-415-655-0001 US Toll
Access code:	2315 046 3622
Host PIN:	5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

PROJECT SCOPE: The scope of work includes but is not limited to all labor, material, tools, equipment, and incidentals, as necessary for the installation of a NEW STANDBY DIESEL GENERATOR & Auto Transfer Switch for lift station 42. The work includes but not limited to: prepare drawings for permitting, permit through building department, pour new concrete slabs, set & secure new ATS NEMA 3R, trench from generator pad to new ATS, re-route electric from existing main ATS-loads, set & secure new generator with base tank on new pad, extend fence as needed at each site, pull cable from GEN-ATS & ATS-Existing pump controllers, terminate cable, install new emergency stop, start-up & test, and demobilize.

PROJECT LOCATION: The Project is located on 15181 Southwest 49th Court, Miramar, Florida, 33027.

COMPLETION OF WORK: The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

SOLICITATION DOCUMENTS: The Contract Documents are entitled: LIFTSTATION 42 GENERATOR PROJECT NO. 4709-005-R, CONTRACT NO. H1153 / IFB NO. 25-035. Copies of this Solicitation package may be obtained at no charge from DemndStar.com.

BID SECURITY: When applicable, bids 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	August 19, 2025
Pre-Bid meeting	August 28, 2025, at 10:00 A.M.
Deadline for written questions	September 4, 2025
Due Date and Time Bids due in Demandstar.com	September 18, 2025, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call <u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	September 18, 2025, at 2:00 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 informalities or irregularities in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder, as deemed in the best interest of the City.

END - PUBLIC NOTICE INVITING BIDS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, ON/OR BEFORE:

BIDS DUE: SEPTEMBER 18, 2025, AT 2:00 P.M.

**INSTRUCTIONS FOR SUBMITTING A BID
IN RESPONSE TO A FORMAL
INVITATION FOR BIDS**

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

All Bids must be submitted via Demandstar.com, on replica 8 ½" by 11" paper, neatly typed with normal margins and spacing.

1. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.
2. All Bids must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.
3. Bidders must include the following information clearly marked on the Bids cover page:
 - a) Bidder's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY COMPUTER MALFUNCTIONS AND / OR ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL 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.

SCOPE OF SERVICES

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection and backup power to Lift Station 42 in Miramar, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4709-005-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The work shall be completed in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

A. The Hazard Mitigation Grant Program (HMGP) project shall provide protection by the purchase and installation of an 80-kW diesel powered generator, or the adequate size determined by the Contractor and/or electrical engineer during the bid process to appropriately support the lift station. The generator installation shall include an automatic transfer switch (ATS), wind rated enclosure, fuel tank, new concrete pad, and all necessary electrical connections. Currently, Lift Station 42 lacks the necessary backup power to allow continued operations should electrical outages occur due to malfunctions, especially during storm emergencies. The proposed generator shall mitigate power loss keeping this critical facility operational during and after severe weather events or other causes, providing protection against sanitary overflows to residential properties, businesses.

B. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS, DELIVERABLES AND ENVIRONMENTAL:

A) Tasks:

i. The Contractor shall be a qualified and licensed Florida contractor who will complete the scope of work as approved by the Division and FEMA, and shall be responsible *for* furnishing all labor, materials, equipment, tools, transportation and supervision for performing all work *per* sealed engineering designs and construction plans presented to the City for subsequent approval by the Division and FEMA.

- ii. The contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.
- iii. The Contractor shall ensure that no subcontractors are debarred or suspended from participating in federally funded projects.
- iv. The selected contractor shall have a current and valid occupational license/business tax receipt, required permits and approvals issued for the type of services being performed. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- v. Upon completion of the work, the Contractor shall participate in a final inspection of the completed project by the City's building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Contractor prior to Contractor's submittal of the final inspection request to the Division.

B) Deliverables:

- i. Contractor shall conduct mitigation activities consisting of providing protection to the Lift Station by installing a permanent generator and providing backup power to this critical facility. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- ii. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), complying with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

C) Environmental:

- i. If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the City representative.
- ii. The generator, automatic transfer switch (ATS), and electrical components are supporting a critical action and must be protected for the 500-year (0.2% annual chance) flood elevation.
- iii. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
<u>Closeout Compliance:</u>	<u>3</u>	<u>Months</u>
<i>Total Period of Performance:</i>	<i>36</i>	<i>Months</i>

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 terms "Actual lowest Bidder" or "Successful Bidder" or "Responsive, Responsible Bidder" or "Provider" shall mean the Bidder receiving an award after completion of the due diligence review of all bids received by the Procurement Department, pursuant to this Invitation for Bids.

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

The term "Amendment" shall mean a document signed by the Contractor and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Apparent lowest Bidder" shall mean the bidder who has the lowest bid announced at the date and time of the bid opening.

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 Firm" or "SBE Firm," (when applicable), shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that 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 other 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 into 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 any and 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 "Good Faith Efforts" when applicable, mean efforts to achieve the CBE/SBE Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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 "Minority Business Enterprise" (MBE) when applicable, means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Minority-Owned status. MBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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 into 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 terms "Procurement Office" or "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 "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

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 "Woman Business Enterprise" (WBE) means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Woman-Owned status. WBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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.

2.02 AVAILABILITY OF INVITATION FOR BIDS

a. Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service.

b. Bidders are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Bidder. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments if their names are not included on the list of firms participating in the Solicitation process.

c. To request the Solicitation package from the City's Procurement Department, your request should include the following

information: the Solicitation number and title, the name of the potential Bidder's contact person, the potential Bidder's name, complete mailing address, telephone number, and fax number.

2.03 CONE OF SILENCE

a. 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.

b. 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: Brenda Martin
Email: bamartin@miramarfl.gov

2.04 CONTENTS OF BID

a) Solicitation Requirements.

- 1) 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 any and 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.

2.05 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.

8) In accordance with 2 C.F.R. 200.318 (d), the City's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

9) In accordance with 2 C.F.R. 200.318 (f), The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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/SBE/MWBE/Local Firms.

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

i. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services, Office of Supplier Diversity, Florida Department of Transportation (construction

services, particularly highway), Minority Business Development Center in most major cities, and Local government M/WBE programs in many large counties and cities.

Local Preference:

Not Applicable.

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

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."**

Compliance with the Copeland "Anti-Kickback" Act.

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

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 in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflict of Interest by the City / Standard of Conduct.

- i. In accordance with 2 C.F.R. 200.318 (b), the City must maintain oversight of this project to ensure the Successful Bidder performs in accordance with the terms, conditions, and specifications of the resulting contract or purchase orders.
- ii. In accordance with 2 C.F.R. 200.318 (c) (1), The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm/Bidder considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders or parties to subcontracts. However, the City may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

i) 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.**”

j) 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.

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.”

- o) Debarment and Suspension.

In accordance with 2 C.F.R. 200.213, this project is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2.06 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.

2.07 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.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and 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.

2.09 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.

2.10 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 into 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 into the Contract, the check or Bid Bond, as the case may be, 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

In compliance with Chapter 119, Florida Statutes, cost estimates for projects are to remain confidential and exempt from public information, until a contract is

executed or the project is no longer under consideration. 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 is capable of performing 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 FEMA and 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, with FEMA's approval, 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 considered to be, at all times, 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.

i) 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.miramamarfl.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.

c) In accordance with 2 C.F.R. 200.318 (k) The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for the City's unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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 CONTRACTOR MINIMUM QUALIFICATIONS

The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:

1. At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be a fully qualified, current and licensed State of Florida General Contractor, bonded and specializing in relevant Liftstation generator experience, as the Prime.

2. The Successful Bidder shall submit three (3) projects comparable in size and complexity that has been completed within the last five (5) years that will qualify the Bidder to perform the Services requested in this Solicitation, including references' current mailing addresses, telephone numbers, email addresses. **Failure to provide three (3) verifiable references using the Questionnaire Form provided within the Solicitation will deem the Bid "Non-Responsive."**

2.18 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"

2.19 REFERENCE QUESTIONNAIRE

Three (3) copies of the questionnaire must be completed by three different clients or firms giving reference on behalf of the Bidder and submitted within the Bidder's bid, by the bid due date.

2.20 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.

2.21 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.

2.22 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may visit the following website: www.mss.miramarfl.gov/vss.

2.23 RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

On relevant site visits, Vendors will be required to complete this form and submit it to: bamartin@miramarfl.gov or the project manager, **BEFORE**, they are allowed to attend the site visit.

2.24 All Proposers shall affirm that as a nongovernmental entity, they shall not use coercion for

labor or services as defined in Florida Statute §787.06(13). All Proposers shall submit a signed and notarized statement with their Proposals using the form entitled: "**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES.**"

2.25 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

2.26 COOPERATIVE PURCHASING AGREEMENT

This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

2.27 DAVIS BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Under this Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

2.28 RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

END OF SECTION

SECTION 300 – BID FORMS

(REQUIRED FORMS)

BID COVER SHEET - IFB NO. 25-035

LIFTSTATION 42 / GENERATOR PROJECT NO. 4709-005-R / CONTRACT NO. H1153

BIDDER'S NAME (Name of Firm, Entity or Organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:

Name:

Title:

EMAIL ADDRESS: _____

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:

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 the Solicitation)

Signed by: _____ Date: _____

Print name: _____ Title: _____

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

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, LIFTSTATION 42 / GENERATOR PROJECT NO. 4709-005-R / CONTRACT NO. H1153 / IFB-No. 25-035 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR LIFTSTATION GENERATOR PROJECT."**

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

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

4. Bidder has examined copies of all the Solicitation Documents, including acknowledging all addenda.

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

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

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

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

DATED: _____

BIDDER: _____

BY: _____
(Signature)

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

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

END OF DOCUMENT

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

BID FORM SUMMARY
LIFTSTATION 42 / GENERATOR PROJECT NO. 4709-005-R
CONTRACT NO. H1153 / IFB-No. 25-035

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	
B	Permit Through Building Department	
	Job Content	
E	Pour New Concrete Pad	
F	Set & Secure New ATS NEMA 3R	
G	Trench fr: GEN Pad to New ATS	
H	Lay Conduit fr: GEN Pad to New ATS	
I	Re-route Electric fr: Main to ATS to Loads	
J	Set & Secure New GEN W/Base tank on New Pd	
K	Extend Fence, as needed, at Each Site	
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	
M	Terminate Cable	
N	Install New Emergency Stoop	
O	Start-up & Test	
P	Demobilize	
Q		
R	Total	\$

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

(Write Amount in words)

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

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

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

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

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

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 42 / GENERATOR
PROJECT NO. 4709-005-R / CONTRACT NO. H1153 / IFB-No. 25-035

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date: _____

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

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

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

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name: **CITY OF MIRAMAR, LIFTSTATION 42 / GENERATOR
PROJECT NO. 4709-005-R / CONTRACT NO. H1153
IFB-No. 25-035**

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date:_____

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number: _____

- (3) CONTRACTOR'S license: Primary classification: _____

State License No. and Expiration Date: _____

Supplemental classification held, if any: _____

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

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

Name: _____ Date of Inspection: _____

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

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

DATED: _____ 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

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 into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

DATED: _____ 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

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "LIFTSTATION GENERATOR PROJECT"

Project Number: LIFTSTATION 42 / PROJECT NO. 4709-005-R / CONTRACT NO. H1153
IFB-No. 25-035

Project Location: The Project is located at 15181 SW 49th Court, Miramar, Florida, 33027.

Instructions:

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

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

CERTIFICATION

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

_____ Dollars \$ _____
(Written) (Figures)

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

Certified: _____
(Company Contractor)

By: _____
(President/ Principal's Signature)

(President/ Principal's Type or Print Name)

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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____ being first duly sworn, deposes and says
that:

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

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

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Witness

(Print Name)

(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

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

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

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

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

Bidder's Signature

Date

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

NON-DISCRIMINATION AFFIDAVIT

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

DATED: _____ 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

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

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

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

END OF DOCUMENT

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20____, the following resolution was passed and adopted: "BE IT RESOLVED THAT _____(name), as _____ (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this ____ day of _____, 20____.

Secretary

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Partner

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Managing Partner

END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Name of Corporation)

STATE OF _____)
COUNTY OF _____) ss:

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 -

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- LIFSTATION GENERATOR PROJECT/ LIFTSTATION 42 GENERATOR PROJECT NO. 4709-005-R CONTRACT NO. H1153/ IFB-No. 25-035" we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20____.

For:

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ 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)*

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Liftstation 42 Generator Project No. 4709-005-R Contract No. H1153 / IFB-No. 25-035, awarded the ___ day of _____, 20___, with City for the "Liftstation Generator Project" in accordance with Drawings (plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within _____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this

paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

[REMAINDER INTENTIONALLY LEFT BLANK]

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESSES:

_____	_____ (Name of Corporation)
Secretary	By: _____ (Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY

By: Agent and Attorney-In-Fact
Address: _____
(Street)

(City/State/Zip Code)

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**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City Liftstation 42 Generator Project No. 4709-005-R Contract No. H1153 / IFB-No. 25-035, awarded the ____ day of _____, 20____, for the "Liftstation Generator Project," in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly make payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract

Documents and compliance or noncompliance with any formalities connected with the Contract or that the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20____.

WITNESS:

(Name of Corporation)

(CORPORATE SEAL)

Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

Secretary

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No: (_____) _____

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

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized
Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____

(Authorized Signature)

Print Name
And Title: _____

Date : _____

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: _____
 Agency Giving Reference: _____
 Person Giving Reference: _____
 Telephone: _____
 E-Mail: _____
 Name of Project Completed by Contractor: _____
 What was the Dollar value of the Project: _____
 What was the Completion Date of the Project: _____
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?					
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?					
How would you rate the quality and experience of the firm's project manager and on-site personnel?					
Was this awarded under a competitive process?					
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) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
WILL DEEM YOUR BID "NON-RESPONSIVE"**

CITY OF MIRAMAR

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

(IF APPLICABLE)

In consideration of being permitted to enter, visit or tour the Liftstation Generator Project ("Project Title") with the property address of: 15181 SW 49th Court, Miramar, Florida, 33027, for inspection in relation to Liftstation 42 Generator Project No. 4709-005-R / Contract No. H1153 / IFB-No. 25-035, by signing below the UNDERSIGNED HEREBY:

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

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

By: _____
Releasor's signature

Print Name: _____

Company Name: _____

Title: _____

Date: _____

**(ADDITIONAL FORMS FOR INFORMATIONAL
PURPOSES AND LATER USE)**

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ **TO:** _____

Project No.: _____

Project Name: _____

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: \$_____
2. Net change by Change Order(s): \$_____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): \$_____
4. TOTAL COMPLETED AND STORED TO DATE: \$_____
5. RETAINAGE:
 - a. _____% of Completed Work \$_____
 - b. _____% of Stored material \$_____
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 less Line 5 Total) \$_____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$_____
8. CURRENT PAYMENT DUE \$_____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$_____

NOTES: THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:

- ☐ THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- ☐ THE AFFIDAVIT FOR PAYMENT FORM.
- ☐ UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- ☐ COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- ☐ COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- ☐ COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST
- ☐ ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- ☐ LIST OF SUB-CONTRACTOR(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE AMOUNT OF MONIES OWED EACH SUB-CONTRACTOR.
- ☐ CURRENT UPDATED PROJECT SCHEDULE.
- ☐ CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- ☐ MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT- PARTIAL RELEASE LIEN

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20____, between the **City of Miramar** (hereinafter the "**CITY**") and _____ (hereinafter the "**Contractor**").

I further certify that all just and lawful bills against Contractor and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the Contractor in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the Contractor the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR: _____

STATE OF _____)
COUNTY OF _____) ss:

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: _____

(The Contractor shall execute this certificate and attach it to each Application for Payment)

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims and other charges incurred by:

_____ in connection with the construction of _____

_____ have been paid in full.

Signed _____

By _____

WITNESSES:

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: _____

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

CHANGE ORDER NO.: _____

Resolution No. _____

Contract No.: _____

Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

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

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____ (This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

Total Change In Amount: Increase: \$_____ Decrease: \$_____ No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☐
Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

	Title	Date
Recommended By:		
	Marcelin Denis	Date
	Senior Utility Administrator of Utilities	
Recommended By:		
	Francois A. Domond	
	Director of Utilities	Date
Accepted By:		
	Contractor Name	
	Title	Date
Approved By:		
	Alicia Ayum	
	Director of Procurement Department	Date
Approved By:		
	Kelvin Baker	
	Deputy City Manager	Date
Approved By:		
	Dr. Roy L. Virgin	
	City Manager	Date

END OF DOCUMENT

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____

Engineer's Project No.: _____

CITY OF MIRAMAR

"LIFTSTATION GENERATOR PROJECT"

Liftstation 42 / Generator Project No. 4709-005-R
Contract No. H1153/ IFB-No. 25-035

CONTRACTOR _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____ ***The City of Miramar***

City

And To: _____

Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of City, Contractor and Engineer, and that Work is declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within 30 Work Days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

CITY: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

Engineer of Record Name

Signature _____

By _____

Executed by the City on _____, 20____.

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

Contractor Name

Signature _____

By _____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of

(\$ _____) paid to _____
by _____, receipt of which is hereby
acknowledged, do(es) hereby release and quit-claim to the City of Miramar, Florida, its
successors or assigns, all liens, lien rights claims or demands of any kind whatsoever
which now has (have) or might have against the property, and/or improvements, on
account of labor performed, Material furnished, and/or for any incidental expense for:

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set

_____ hand and seal this ____ day of _____, 20____.

Witness:

(Seal)

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

WARRANTY OF TITLE
(For Periodic Progress
Payments)

STATE OF _____)
COUNTY OF _____) ss:

City of Miramar

"LIFTSTATION GENERATOR PROJECT"

Liftstation 42 Generator Project No. 4709-005-R
Contract No. H1153 / IFB-No. 25-035

BEFORE ME, the undersigned authority personally appeared _____ (the "Affiant"), who after being duly sworn, says that he is the "Contractor" pursuant to a Contract (the "Contract") dated _____, 20___ with the City of Miramar, Florida (the "City") for the supply of certain labor and/or Materials (the "Work") to certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders (if any), and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completed, in accordance with the Plans and Specifications, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

- a. All Subcontractors, vendors, Material men, Suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and/or Materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of Liens/Claims with respect thereto with copy of said Partial Release of Lien/Claims attached.

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No. _____ for Payment dated _____, 20____, passes to the City at the time of payment free and clear of all liens.

Signed,

(Name of Contractor)

(Signature)

(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:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

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 department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder 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.

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

END OF DOCUMENT

INSURANCE REQUIREMENTS

Bidder shall agree that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and hold the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence, property damage \$1,000,000 each occurrence or combined single limit of \$1,000,000 each occurrence; personal and advertising injury \$1,000,000; Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence; products and completed operations policy aggregate \$1,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident (if applicable).
3. Employer's Liability/Worker's Compensation: \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following three insurance endorsements:

1. AUTOMOBILE – The City must be included as an additional insured by

policy endorsement under Automobile Liability policy (if applicable).

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy with respect to liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder shall agree to waive all rights of subrogation against the City by policy endorsement under Commercial General Liability policy for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder shall further agree to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

The Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve insurance policies prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or 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.

END OF DOCUMENT

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 [REDACTED] IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor") a Florida Corporation/Limited Liability Company/Foreign Profit Corporation authorized to conduct business in the state of Florida whose principal address is _____.

WITNESSETH:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Liftstation 42 / Generator Project No. 4709-005-R Contract No. H1153/ IFB-No. 25-035 (the "IFB"), entitled: "**LIFTSTATION GENERATOR PROJECT**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

ARTICLE 1 **DEFINITIONS**

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

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

ARTICLE 2 **WORK**

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof

and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

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

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall

indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

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

for the indemnification given by the Contractor to the City.

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision.

In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11

DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

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

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;

- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.
- B. 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.

- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

ARTICLE 18 PUBLIC RECORDS

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

- A. 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.

- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **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, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.

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

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

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

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

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

ARTICLE 22
INDEPENDENT CONTRACTOR

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

ARTICLE 23
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: _____

Telephone: _____
Fax: _____
Email: _____

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30

LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31

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 32

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 33

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 34

SEVERABILITY

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40

PROCUREMENT OF RECOVERED MATERIALS

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

CONTRACTOR:

By: _____

This ____ day of _____, 2025.

Date: _____

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.

GENERAL CONDITIONS

ARTICLE 1-- DEFINITIONS

Wherever used in these General Conditions, the terms used have the meanings indicated in the IFB and Section 00200.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

If applicable, when the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as, "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; what is called for by one is as binding as if called for by all.** The Contract Documents will be construed in accordance with the Laws of the State of Florida.
- B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, Materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard Specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

Change Orders (if any);
Contract;
Addenda;
Contractor's Bid;
Solicitation, General Provisions;
General Conditions;
Technical Specifications;
Referenced Standard Specifications; and
Drawings.
- B. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions;
 - 2. Detail Drawings govern over general Drawings;
 - 3. Addenda/Change Order Drawings govern over Contract Drawings; and
 - 4. Contract Drawings govern over standard Drawings.

- C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order in accordance with the procedure set forth at Article 10 below.

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

- A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and
 - 2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.

- C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order (when applicable) will be issued as provided herein to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.
- E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. The City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

- A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.
- B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

- A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special Contractors or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

- A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final Completion unless otherwise provided by Law or Regulation or by the Contract Documents.
- B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

- A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. 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.
- B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.
 - 1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 - 2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against

claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.
5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: \$1,000,000.00

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1. Combined Single Limit \$1,000,000
Each Occurrence
- a. Products / Completed
Operation \$1,000,000
Each Occurrence
- b. Personal Injury \$1,000,000
Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

1.	Bodily Injury:	\$1,000,000.00	Ea. Occur.
	Person	\$1,000,000.00	Ea. Occur.
2.	Property Damage:	\$1,000,000.00	Ea. Occurr.
	or combined single	\$1,000,000.00	Ea. Occurr.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.
- B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.
- C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary

for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

1. New Year's Eve Day – ½ Day (afternoon)	7. Labor Day
2. New Year's Day	8. Veterans Day
3. Martin Luther King's Birthday	9. Thanksgiving Day
4. President's Day	10. Day after Thanksgiving Day
5. Memorial Day	11. Christmas Eve Day – ½ Day
6. Independence Day	12. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

- B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is required by a Change Order (when applicable) or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.
- C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.
- D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.
- E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.
- F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers'

warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. All Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the specific provisions Article 9 hereof.

- H. All construction equipment necessary and required for the proper construction of this Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

- A. Unless otherwise provided in the Contract Documents, the allotted permit fee allowances provided in Division 1 of the Bid Form herein shall be utilized for the purposes of obtaining all required permits and fees necessary to complete the Work, required by City and any agencies. The Contractor shall be responsible for payment of said permit fees and will be directly reimbursed by the City. Any and all remaining allowance balances shall remain with the City. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.
- B. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or

copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

- C. The Contractor is responsible for obtaining and paying for all applicable permits, including but not limited to City of Miramar, Broward County permits, including, permit fees, reports, monitoring, evaluations, etc., required to obtain and close permits. The Contractor will be reimbursed by the City for the direct cost of required permits.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons at or near the Work;
 - 2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and
 - 3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.
- B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.
- D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor's statement that the Contractor will comply is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES (WHEN APPLICABLE)

- A. The Contractor shall submit Shop Drawings and samples in accordance with the terms of this Solicitation. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point

out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

- F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring special attention.
- H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. **No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing.**

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

- A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.
- B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.
- C. If any part of the Contractor's Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY'S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order (if any) and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order (if any) justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

- A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders (when applicable); claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims

for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.

- B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.
- B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.
- C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

- A. When applicable, the City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.
- B. When applicable, Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS (WHEN APPLICABLE)

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.
- B. Contractor shall not start Work on any changes requiring an increase in the Contract Price

or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

- C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.
- E. The City and the Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Work ordered by the City;
 - 2. Changes required because of acceptance of defective Work; and
 - 3. Changes in the Contract Price, Contract Time or other changes agreed to by the parties.
- F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.
- B. The value of any Work covered by a Change Order (when applicable) or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the increased or decreased units.
 - 2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.
 - 3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

- A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.
1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.
- B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, material and equipment inclusive of but not limited to: Overhead and Profit, General Conditions, General Requirements, Labor Burden, fees and insurances, supervision, incidental general office expenses, etc.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.
- B. The Contract Time will be extended in an amount equal to time Days due to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.
- C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any
- Forms 300-95

such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.

- B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.
- C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.
- D. Hurricane Precautions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order (when applicable) in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.
- C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.
- E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.
- F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.
- G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.
- H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.
- I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.
- J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the Contract Documents.
- K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.
- L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.

M. The Architect/Engineer shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.
2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE-YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended

for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order (when applicable) will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.
- C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 5 percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the

Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.

- B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

- A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.
- C. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one-year correction period shall commence only after the date of Final Completion of the Work.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for

progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.
- B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.
 - 3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

- END OF SECTION -



1. Use this form to report vendor performance (positive or negative) for deliveries of supplies/rendering of services, regardless of the purchasing method used (Purchasing Card, Purchase Order, City Contract, etc).
2. The person designated for accepting supplies/services is responsible for filling out this form (type or print). Only page 1 is required, if page 2 is not used. However, if any area on page 1 is marked "unsatisfactory", page 2 must also be filled out and submitted with page 1 (see page 2, Explanations/Comments, when marking "unsatisfactory"). Page 2 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 2. Attach documents, if applicable.
3. City Contracts: Regardless of the purchasing method used, as a minimum this form **MUST** be completed and submitted not later than 2 weeks after completion/expiration of a City contract. Past performance is considered on future contracts.
4. **Send SIGNED form to: PROCUREMENT DEPARTMENT, 2200 Civic Center Place, Miramar, FL 33025 or fax to 954-602-3525.**

VENDOR INFORMATION	COMPLETE <u>ALL</u> APPLICABLE INFORMATION
Company/Vendor Name:	Contract Number No:
Mailing Address:	Description/Title:
City, St, Zip Code:	Contract Term (Dates) From: To:
Representative Evaluated:	Purchase Order Number:
Telephone Number:	Task Order Number:
Fax Number:	Other Reference:

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did **NOT** meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements (see page 2, Explanations/Comments)

EVALUATIONS (Place "X" in appropriate box for each major area.)

Criteria (includes change orders/amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Supplies delivered/Work performed on schedule.					
2. Condition of delivered supplies (includes handling/packaging).					
3. Quality of deliveries/work performance.					
4. Adherence to specifications/statement of work.					
5. Resolved problems/customer complaints timely.					
6. Working relationship/interfaces with City staff/public sector (citizens).					
7. Service Call (On-Call) response time.					
8. Other (specify):					
9. Overall evaluation of compliance with contract requirements.					

EVALUATED BY

Signature:	Date of Evaluation:
Print Name:	Department:
Title:	Phone No.:

 City of Miramar Procurement Department		VENDOR PERFORMANCE EVALUATION SUPPLIES and/or SERVICES (Includes CONSTRUCTION/PROFESSIONAL SERVICES)		Page 2 of <u> 2 </u>
Company/ Vendor Name:		Contract Number and/or Other Reference:		
Contract Ref No.	EXPLANATIONS/COMMENTS 1. Do not submit page 2 <u>without</u> page 1. 2. <u>Be specific</u> (include paragraph and page numbers referenced in the applicable contract, purchase order, etc). Continue on separate sheet (enter company name and contract number or other reference)			
Ref No.	ACTION TAKEN BY VENDOR (reply below or submit separate correspondence)			
NAME/TITLE OF VENDOR REPRESENTATIVE		SIGNATURE		DATE
FOR PROCUREMENT DEPARTMENT USE ONLY				
"Unsatisfactory" findings have been determined as VALID () NOT VALID (). Reasons:				
Signature:		Date:		
Name/Title:		Telephone No:		

END OF DOCUMENT

Superseded General Decision Number: FL20240197

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ASBE0060-001 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.66	18.12

CARP1809-001 06/01/2015

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation).....	\$ 25.95	8.65

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEC0728-008 09/01/2024

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 38.40	14.92

ELEV0071-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.50	37.885+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.00	14.90

ENGI0487-020 07/01/2023

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 32.75	14.90

ENGI0487-023 07/01/2023

Rates	Fringes

OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....		
	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

 ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift.....	\$ 26.75	14.90
OPERATOR: Mechanic.....	\$ 37.07	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

 IRON0272-001 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

 IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

 PLUM0719-002 09/01/2024

	Rates	Fringes
PLUMBER.....	\$ 33.70	13.40

PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

 PLUM0725-001 07/16/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 43.38	16.70

 * SFFL0821-004 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.03	23.70

 SHEE0032-001 08/12/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 29.10	14.68

 * SUFL2014-005 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06 **	0.70
IRONWORKER, REINFORCING.....	\$ 17.72 **	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.79 **	0.00
LABORER: Pipelayer.....	\$ 13.56 **	1.34
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00 **	2.82
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00 **	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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



City of Miramar Interoffice Memorandum Procurement Department

BID TAB Bid opening: October 9, 2025

No. 42 Generator/Project No. 4709-005-R/Contract No. H1153/IFB No. 25-035
 No. 54 Generator/Project No. 4709-002-R/Contract No. H1150/IFB No. 25-036
 No. 59 Generator/Project No. 4709-004-R/Contract No. H1152/IFB No. 25-037
 No. 68 Generator/Project No. 4709-003-R/Contract No. H1151/IFB No. 25-038
 No. 76 Generator/Project No. 4709-008-R/Contract No. H1174/IFB No. 25-039

	COMPANY NAME	TOTAL BASE BID AMOUNT For No 42	TOTAL BASE BID AMOUNT For No 54	TOTAL BASE BID AMOUNT For No 59	TOTAL BASE BID AMOUNT For No 68	TOTAL BASE BID AMOUNT For No 76	CBE/SBE	LOCAL
1	Zabatt Engine Services, Inc.	\$238,501.39	\$239,144.85	\$246,501.68	\$237,265.98	\$230,420.97	no	no
2	Hinterland Group, LLC.	\$979,000.00	\$945,450.00	\$979,000.00	\$979,000.00	\$945,450.00	no	no
3	*All Florida Contracting Services, LLC.	\$165,551.00	\$164,951.00	\$171,729.00	\$165,951.00	\$159,454.00	yes	no
4	Stonehenge Construction, LLC.	\$300,887.00	\$268,935.00	\$300,887.00	\$300,887.00	\$268,935.00	no	no
5	Genesis Pime Group, LLC.	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	no	no
6	*Juliana Enterprises, Inc., dba ADAL FGC	\$183,059.00	\$161,059.00	\$180,059.00	\$176,259.00	\$172,373.00	no	no
7	Tower Contracting Corp.				\$1,045,000.00		no	no
8	Coulomb Engineering, Inc.					\$160,000.00	no	no

**Indicates the lowest, responsive, responsible and successful Bidder(s).*

**CITY OF MIRAMAR
LIFTSTATION 59 GENERATOR / PROJECT NO. 4709-004-R
CONTRACT NO. H1152 / INVITATION FOR BIDS NO. 25-037**



The City of Miramar Commission:

**Wayne M. Messam
Yvette Colbourne
Maxwell B. Chambers
Averil K. Cherasard
Carson Eddy Edwards**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**City Manager
Dr. Roy L. Virgin**

**City of Miramar
2300 Civic Center Place
Miramar, Florida 33025**

**DATE ISSUED: AUGUST 19, 2025
DATE DUE: SEPTEMBER 18, 2025, at 2:00 P.M.**

**THIS PROJECT IS FUNDED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) / FLORIDA DIVISION OF EMERGENCY
MANAGEMENT**

TABLE OF CONTENTS

<u>DIVISION/SECTION TITLE</u>	<u>PAGE NO.</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>	
00100	Public Notice Inviting Bids
00100	Instructions to Bidders / Scope of Work
00200	General Terms and Conditions
00300	Bid Forms (Required Forms)
	Bid Cover Sheet
	Addenda Acknowledgement Form
	Bid Form Summary
	List of Subcontractors
	Named Equipment/Material Supplier List
	Or Equal Supplier/Material Supplier List
	Waste Pro Notification and Acknowledgement
	Bidder's General Information
	Anti-Kickback Affidavit
	Public Entity Crimes
	Trench Safety Act Compliance Statement
	Non-Collusive Affidavit
	Drug Free Workplace
	Non-Discrimination Affidavit
	Business/Vendor Profile Survey
	Agreement Certificate(s)
	Certificate as to Corporate Principal
	Bid Bond
	Performance Bond (if applicable)
	Payment Bond
	Affidavit Regarding the Use of Coercion
	Reference Questionnaire
	Release Waiver Form
	Additional Forms for Info Purposes
	Application for Payment
	Certificate of Contractor for Payment
	Affidavit for Payment
	Change Order Form
	Certificate of Substantial Completion
	Final Release of Lien and Warranty of Title
	Toxic and Nontoxic Substances
	Insurance
	Sample Agreement
<u>CONTRACT GENERAL CONDITIONS</u>	
	General Conditions
	Vendor Performance Evaluation
	Prevailing Wage Table
	W-9

END - TABLE OF CONTENTS

SECTION 00100 – PUBLIC NOTICE INVITING BIDS

CITY OF MIRAMAR

**LIFTSTATION 59 / GENERATOR PROJECT NO. 4709-004-R
CONTRACT NO. H1152 / INVITATION FOR BIDS NO. 25-037**

**BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE
SUBMITTED VIA DEMANDSTAR.COM**

I. NON-MANDATORY WEBEX PRE-BID MEETING: The City will hold a non-mandatory pre-bid meeting via Webex at 10:00 a.m. on August 28, 2025. Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m073fbf372169846c5c2f8fda0d9813b4>

Meeting number: 2317 365 2169

Password: vfSuDRvp266

Host key: 681657

Join by video system: Dial 23173652169@miramarfl.webex.com

You can also dial: 173.243.2.68 and enter your meeting number

Join by phone: +1-415-655-0001 US Toll

Access code: 2317 365 2169

Host PIN: 5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

II. PROJECT QUESTIONS: All questions must be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025, by email to: bamartin@miramarfl.gov, no later than **September 4, 2025**. **Absolutely no questions will be answered if submitted after the question submittal deadline.**

III. BIDS DUE ON DEMANDSTAR.COM on SEPTEMBER 18, 2025, at 2:00 P.M.

IV. WEBEX OPENING OF BIDS RECEIVED VIA DEMANDSTAR.COM: Timely Bids received on Demandstar.com will be opened and read via webex call at **2:00 P.M. on September 18, 2025.**

Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=me531951843754b150b06a5821054e0a1>

Meeting number:	2315 046 3622
Password:	S6NxJV6mqD2
Host key:	772261
Join by video system:	Dial 23150463622@miramarfl.webex.com
You can also dial:	173.243.2.68 and enter your meeting number
Join by phone:	+1-415-655-0001 US Toll
Access code:	2315 046 3622
Host PIN:	5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

PROJECT SCOPE: The scope of work includes but is not limited to all labor, material, tools, equipment, and incidentals, as necessary for the installation of a NEW STANDBY DIESEL GENERATOR & Auto Transfer Switch for lift station 59. The work includes but not limited to: prepare drawings for permitting, permit through building department, pour new concrete slabs, set & secure new ATS NEMA 3R, trench from generator pad to new ATS, re-route electric from existing main ATS-loads, set & secure new generator with base tank on new pad, extend fence as needed at each site, pull cable from GEN-ATS & ATS-Existing pump controllers, terminate cable, install new emergency stop, start-up & test, and demobilize.

PROJECT LOCATION: The Project is located on 18592 Miramar Pkwy Miramar, FL. 33029.

COMPLETION OF WORK: The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

SOLICITATION DOCUMENTS: The Contract Documents are entitled: LIFTSTATION 59 GENERATOR PROJECT NO. 4709-004-R, CONTRACT NO. H1152 / IFB NO. 25-037. Copies of this Solicitation package may be obtained at no charge from DemndStar.com.

BID SECURITY: When applicable, bids 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	August 19, 2025
Pre-Bid meeting	August 28, 2025, at 10:00 A.M.
Deadline for written questions	September 4, 2025
Due Date and Time Bids due in Demandstar.com	September 18, 2025, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call <u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	September 18, 2025, at 2:00 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 informalities or irregularities in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder, as deemed in the best interest of the City.

END - PUBLIC NOTICE INVITING BIDS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, ON/OR BEFORE:

BIDS DUE: SEPTEMBER 18, 2025, AT 2:00 P.M.

**INSTRUCTIONS FOR SUBMITTING A BID
IN RESPONSE TO A FORMAL
INVITATION FOR BIDS**

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

All Bids must be submitted via Demandstar.com, on replica 8 ½" by 11" paper, neatly typed with normal margins and spacing.

1. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.
2. All Bids must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.
3. Bidders must include the following information clearly marked on the Bids cover page:
 - a) Bidder's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY COMPUTER MALFUNCTIONS AND / OR ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL 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.

SCOPE OF SERVICES

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection and backup power to Lift Station 59 in Miramar, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4709-004-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The work shall be completed in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

A. The Hazard Mitigation Grant Program (HMGP) project shall provide protection by the purchase and installation of an 80-kW diesel powered generator, or the adequate size determined by the Contractor and/or electrical engineer during the bid process to appropriately support the lift station. The generator installation shall include an automatic transfer switch (ATS), wind rated enclosure, fuel tank, new concrete pad, and all necessary electrical connections. Currently, Lift Station 59 lacks the necessary backup power to allow continued operations should electrical outages occur due to malfunctions, especially during storm emergencies. The proposed generator shall mitigate power loss keeping this critical facility operational during and after severe weather events or other causes, providing protection against sanitary overflows to residential properties, businesses, and most critically, a Broward County Emergency Shelter.

B. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS, DELIVERABLES AND ENVIRONMENTAL:

A) Tasks:

i. The Contractor shall be a qualified and licensed Florida contractor who will complete the scope of work as approved by the Division and FEMA, and shall be responsible *for* furnishing all labor, materials, equipment, tools, transportation and supervision for performing all work *per* sealed engineering designs and construction plans presented to the City for subsequent approval by the Division and FEMA.

- ii. The contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.
- iii. The Contractor shall ensure that no subcontractors are debarred or suspended from participating in federally funded projects.
- iv. The selected contractor shall have a current and valid occupational license/business tax receipt, required permits and approvals issued for the type of services being performed. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- v. Upon completion of the work, the Contractor shall participate in a final inspection of the completed project by the City's building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Contractor prior to Contractor's submittal of the final inspection request to the Division.

B) Deliverables:

- i. Contractor shall conduct mitigation activities consisting of providing protection to the Lift Station by installing a permanent generator and providing backup power to this critical facility. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- ii. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), complying with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

C) Environmental:

- i. If any ground disturbance activities occur during construction, the contractor shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the City representative.
- ii. The generator, automatic transfer switch (ATS), and electrical components are supporting a critical action and must be protected for the 500-year (0.2% annual chance) flood elevation.
- iii. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
<u>Closeout Compliance:</u>	<u>3</u>	<u>Months</u>
<i>Total Period of Performance:</i>	<i>36</i>	<i>Months</i>

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 terms "Actual lowest Bidder" or "Successful Bidder" or "Responsive, Responsible Bidder" or "Provider" shall mean the Bidder receiving an award after completion of the due diligence review of all bids received by the Procurement Department, pursuant to this Invitation for Bids.

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

The term "Amendment" shall mean a document signed by the Contractor and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Apparent lowest Bidder" shall mean the bidder who has the lowest bid announced at the date and time of the bid opening.

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 Firm" or "SBE Firm," (when applicable), shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that 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 other 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 into 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 any and 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 "Good Faith Efforts" when applicable, mean efforts to achieve the CBE/SBE Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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 "Minority Business Enterprise" (MBE) when applicable, means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Minority-Owned status. MBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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 into 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 terms "Procurement Office" or "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 "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

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 "Woman Business Enterprise" (WBE) means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Woman-Owned status. WBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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.

2.02 AVAILABILITY OF INVITATION FOR BIDS

a. Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service.

b. Bidders are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Bidder. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments if their names are not included on the list of firms participating in the Solicitation process.

c. To request the Solicitation package from the City's Procurement Department, your request should include the following

information: the Solicitation number and title, the name of the potential Bidder's contact person, the potential Bidder's name, complete mailing address, telephone number, and fax number.

2.03 CONE OF SILENCE

a. 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.

b. 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: Brenda Martin
Email: bamartin@miramarfl.gov

2.04 CONTENTS OF BID

a) Solicitation Requirements.

- 1) 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 any and 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.

2.05 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.

8) In accordance with 2 C.F.R. 200.318 (d), the City's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

9) In accordance with 2 C.F.R. 200.318 (f), The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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/SBE/MWBE/local Firms.

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

i. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services, Office of Supplier Diversity, Florida Department of Transportation (construction

services, particularly highway), Minority Business Development Center in most major cities, and Local government M/WBE programs in many large counties and cities.

Local Preference:

Not Applicable.

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

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."**

Compliance with the Copeland "Anti-Kickback" Act.

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

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 in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflict of Interest by the City / Standard of Conduct.

- i. In accordance with 2 C.F.R. 200.318 (b), the City must maintain oversight of this project to ensure the Successful Bidder performs in accordance with the terms, conditions, and specifications of the resulting contract or purchase orders.
- ii. In accordance with 2 C.F.R. 200.318 (c) (1), The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm/Bidder considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders or parties to subcontracts. However, the City may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

i) 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.**”

j) 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.

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.”

- o) Debarment and Suspension.

In accordance with 2 C.F.R. 200.213, this project is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2.06 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.

2.07 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.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and 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.

2.09 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.

2.10 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 into 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 into the Contract, the check or Bid Bond, as the case may be, 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

In compliance with Chapter 119, Florida Statutes, cost estimates for projects are to remain confidential and exempt from public information, until a contract is

executed or the project is no longer under consideration. 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 is capable of performing 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 FEMA and 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, with FEMA's approval, 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 considered to be, at all times, 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.

i) 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.miramamarfl.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.
- c) In accordance with 2 C.F.R. 200.318 (k) The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for the City's unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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 CONTRACTOR MINIMUM QUALIFICATIONS

The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:

1. At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be a fully qualified, current and licensed State of Florida General Contractor, bonded and specializing in relevant Liftstation generator experience, as the Prime.
2. The Successful Bidder shall submit three (3) projects comparable in size and complexity that has been completed within the last five (5) years that will qualify the Bidder to perform the Services requested in this Solicitation, including references' current mailing addresses, telephone numbers, email addresses. **Failure to provide three (3) verifiable references using the Questionnaire Form provided within the Solicitation will deem the Bid "Non-Responsive."**

2.18 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"

2.19 REFERENCE QUESTIONNAIRE

Three (3) copies of the questionnaire must be completed by three different clients or firms giving reference on behalf of the Bidder and submitted within the Bidder's bid, by the bid due date.

2.20 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.

2.21 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.

2.22 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may visit the following website: www.mss.miramarfl.gov/vss.

2.23 RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

On relevant site visits, Vendors will be required to complete this form and submit it to: bamartin@miramarfl.gov or the project manager, **BEFORE**, they are allowed to attend the site visit.

2.24 All Proposers shall affirm that as a nongovernmental entity, they shall not use coercion for

labor or services as defined in Florida Statute §787.06(13). All Proposers shall submit a signed and notarized statement with their Proposals using the form entitled: "**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES.**"

2.25 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

2.26 COOPERATIVE PURCHASING AGREEMENT

This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

2.27 DAVIS BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Under this Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

2.28 RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

END OF SECTION

SECTION 300 – BID FORMS

(REQUIRED FORMS)

BID COVER SHEET - IFB NO. 25-037

LIFTSTATION 59 / GENERATOR PROJECT NO. 4709-004-R / CONTRACT NO. H1152

BIDDER'S NAME (Name of Firm, Entity or Organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:

Name:

Title:

EMAIL ADDRESS: _____

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:

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 the Solicitation)

Signed by: _____ Date: _____

Print name: _____ Title: _____

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

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, LIFTSTATION 59 / GENERATOR PROJECT NO. 4709-004-R / CONTRACT NO. H1152 / IFB-No. 25-037 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR LIFTSTATION GENERATOR PROJECT."**

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

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

4. Bidder has examined copies of all the Solicitation Documents, including acknowledging all addenda.

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

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

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

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

DATED: _____

BIDDER: _____

BY: _____
(Signature)

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

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

END OF DOCUMENT

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

BID FORM SUMMARY
LIFTSTATION 59 / GENERATOR PROJECT NO. 4709-004-R
CONTRACT NO. H1152 / IFB-No. 25-037

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	
B	Permit Through Building Department	
	Job Content	
E	Pour New Concrete Pad	
F	Set & Secure New ATS NEMA 3R	
G	Trench fr: GEN Pad to New ATS	
H	Lay Conduit fr: GEN Pad to New ATS	
I	Re-route Electric fr: Main to ATS to Loads	
J	Set & Secure New GEN W/Base tank on New Pd	
K	Extend Fence, as needed, at Each Site	
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	
M	Terminate Cable	
N	Install New Emergency Stoop	
O	Start-up & Test	
P	Demobilize	
Q		
R	Total	\$

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

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

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

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

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 59 / GENERATOR
PROJECT NO. 4709-004-R / CONTRACT NO. H1152 / IFB-No. 25-037

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date: _____

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

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

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

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name: **CITY OF MIRAMAR, LIFTSTATION 59 / GENERATOR
PROJECT NO. 4709-004-R / CONTRACT NO. H1152
IFB-No. 25-037**

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date:_____

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number: _____

- (3) CONTRACTOR'S license: Primary classification: _____

State License No. and Expiration Date: _____

Supplemental classification held, if any: _____

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

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

Name: _____ Date of Inspection: _____

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

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

DATED: _____ 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

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 into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

DATED: _____ 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

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "LIFTSTATION GENERATOR PROJECT"

Project Number: LIFTSTATION 59 / PROJECT NO. 4709-004-R / CONTRACT NO. H1152
IFB-No. 25-037

Project Location: The Project is located at 18592 Miramar Pkwy Miramar, FL. 33029.

Instructions:

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

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

CERTIFICATION

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

_____ Dollars \$ _____
(Written) (Figures)

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

Certified: _____
(Company Contractor)

By: _____
(President/ Principal's Signature)

(President/ Principal's Type or Print Name)

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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____ being first duly sworn, deposes and says
that:

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

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

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Witness

(Print Name)

(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

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

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

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

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

Bidder's Signature

Date

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

NON-DISCRIMINATION AFFIDAVIT

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

DATED: _____ 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

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

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

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

END OF DOCUMENT

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20____, the following resolution was passed and adopted: "BE IT RESOLVED THAT _____(name), as _____(title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this ____ day of _____, 20____.

Secretary

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Partner

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Managing Partner

END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Name of Corporation)

STATE OF _____)
COUNTY OF _____) ss:

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 -

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- LIFSTATION GENERATOR PROJECT / LIFTSTATION 59 GENERATOR PROJECT NO. 4709-004-R CONTRACT NO. H1152 / IFB-No. 25-037" we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20____.

For:

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ 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)*

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Liftstation 59 Generator Project No. 4709-004-R Contract No. H1152 / IFB-No. 25-037, awarded the ___ day of _____, 20___, with City for the "Liftstation Generator Project" in accordance with Drawings (plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within _____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this

paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

[REMAINDER INTENTIONALLY LEFT BLANK]

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESSES:

Secretary
(CORPORATE SEAL)

(Name of Corporation)
By: _____
(Signature and Title)

IN THE PRESENCE OF:

By: Agent and Attorney-In-Fact
Address: _____
(Street)

(City/State/Zip Code)

(Type Name and Title signed above)

INSURANCE COMPANY

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**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City Liftstation 59 Generator Project No. 4709-004-R Contract No. H1152 / IFB-No. 25-037, awarded the ____ day of _____, 20____, for the "Liftstation Generator Project," in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly make payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract

Documents and compliance or noncompliance with any formalities connected with the Contract or that the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20____.

WITNESS:

(Name of Corporation)

(CORPORATE SEAL)

Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

Secretary

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No: (_____) _____

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

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized
Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____

(Authorized Signature)

Print Name
And Title: _____

Date : _____

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: _____
 Agency Giving Reference: _____
 Person Giving Reference: _____
 Telephone: _____
 E-Mail: _____
 Name of Project Completed by Contractor: _____
 What was the Dollar value of the Project: _____
 What was the Completion Date of the Project: _____
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?					
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?					
How would you rate the quality and experience of the firm's project manager and on-site personnel?					
Was this awarded under a competitive process?					
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) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
WILL DEEM YOUR BID "NON-RESPONSIVE"**

CITY OF MIRAMAR

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

(IF APPLICABLE)

In consideration of being permitted to enter, visit or tour the Liftstation Generator Project ("Project Title") with the property address of: 18592 Miramar Pkwy Miramar, FL. 33029, for inspection in relation to Liftstation 59 Generator Project No. 4709-004-R / Contract No. H1152 / IFB-No. 25-037, by signing below the UNDERSIGNED HEREBY:

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

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

By: _____
Releasor's signature

Print Name: _____

Company Name: _____

Title: _____

Date: _____

**(ADDITIONAL FORMS FOR INFORMATIONAL
PURPOSES AND LATER USE)**

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ **TO:** _____

Project No.: _____

Project Name: _____

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: \$_____
2. Net change by Change Order(s): \$_____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): \$_____
4. TOTAL COMPLETED AND STORED TO DATE: \$_____
5. RETAINAGE:
 - a. _____% of Completed Work \$_____
 - b. _____% of Stored material \$_____
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 less Line 5 Total) \$_____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$_____
8. CURRENT PAYMENT DUE \$_____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$_____

NOTES: THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:

- ☐ THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- ☐ THE AFFIDAVIT FOR PAYMENT FORM.
- ☐ UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- ☐ COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- ☐ COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- ☐ COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST
- ☐ ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- ☐ LIST OF SUB-CONTRACTOR(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE AMOUNT OF MONIES OWED EACH SUB-CONTRACTOR.
- ☐ CURRENT UPDATED PROJECT SCHEDULE.
- ☐ CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- ☐ MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT- PARTIAL RELEASE LIEN

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20__, between the **City of Miramar** (hereinafter the "**CITY**") and _____ (hereinafter the "**Contractor**").

I further certify that all just and lawful bills against Contractor and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the Contractor in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the Contractor the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR: _____

STATE OF _____)
COUNTY OF _____) ss:

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: _____

(The Contractor shall execute this certificate and attach it to each Application for Payment)

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims and other charges incurred by:

_____ in connection with the construction of _____

_____ have been paid in full.

Signed _____

By _____

WITNESSES:

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: _____

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

CHANGE ORDER NO.: _____

Resolution No. _____

Contract No.: _____

Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

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

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____ (This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

Total Change In Amount: Increase: \$_____ Decrease: \$_____ No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☐
Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____

Engineer's Project No.: _____

CITY OF MIRAMAR

"LIFTSTATION GENERATOR PROJECT"

Liftstation 59 / Generator Project No. 4709-004-R
Contract No. H1152 / IFB-No. 25-037

CONTRACTOR _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____ ***The City of Miramar***

City

And To: _____

Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of City, Contractor and Engineer, and that Work is declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within 30 Work Days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

CITY: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

Engineer of Record Name

Signature _____

By _____

Executed by the City on _____, 20____.

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

Contractor Name

Signature _____

By _____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of

(\$ _____) paid to _____
by _____, receipt of which is hereby
acknowledged, do(es) hereby release and quit-claim to the City of Miramar, Florida, its
successors or assigns, all liens, lien rights claims or demands of any kind whatsoever
which now has (have) or might have against the property, and/or improvements, on
account of labor performed, Material furnished, and/or for any incidental expense for:

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set

_____ hand and seal this ____ day of _____, 20____.

Witness:

(Seal)

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

WARRANTY OF TITLE
(For Periodic Progress
Payments)

STATE OF _____)
COUNTY OF _____) ss:

City of Miramar

"LIFTSTATION GENERATOR PROJECT"

Liftstation 59 / Generator Project No. 4709-004-R
Contract No. H1152 / IFB-No. 25-037

BEFORE ME, the undersigned authority personally appeared _____ (the "Affiant"), who after being duly sworn, says that he is the "Contractor" pursuant to a Contract (the "Contract") dated _____, 20__ with the City of Miramar, Florida (the "City") for the supply of certain labor and/or Materials (the "Work") to certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders (if any), and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completed, in accordance with the Plans and Specifications, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

- a. All Subcontractors, vendors, Material men, Suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and/or Materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of Liens/Claims with respect thereto with copy of said Partial Release of Lien/Claims attached.

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No. _____ for Payment dated _____, 20____, passes to the City at the time of payment free and clear of all liens.

Signed,

(Name of Contractor)

(Signature)

(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:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

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 department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder 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.

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

END OF DOCUMENT

INSURANCE REQUIREMENTS

Bidder shall agree that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and hold the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence, property damage \$1,000,000 each occurrence or combined single limit of \$1,000,000 each occurrence; personal and advertising injury \$1,000,000; Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence; products and completed operations policy aggregate \$1,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident (if applicable).
3. Employer's Liability/Worker's Compensation: \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following three insurance endorsements:

1. AUTOMOBILE – The City must be included as an additional insured by

policy endorsement under Automobile Liability policy (if applicable).

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy with respect to liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder shall agree to waive all rights of subrogation against the City by policy endorsement under Commercial General Liability policy for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder shall further agree to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

The Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve insurance policies prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or 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.

END OF DOCUMENT

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 [REDACTED] IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor") a Florida Corporation/Limited Liability Company/Foreign Profit Corporation authorized to conduct business in the state of Florida whose principal address is _____.

WITNESSETH:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Liftstation 59 / Generator Project No. 4709-004-R Contract No. H1152 / IFB-No. 25-037 (the "IFB"), entitled: "**LIFTSTATION GENERATOR PROJECT**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

ARTICLE 1 **DEFINITIONS**

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

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

ARTICLE 2 **WORK**

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof

and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

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

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall

indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

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

for the indemnification given by the Contractor to the City.

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision.

In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11 **DEFAULT**

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

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

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;

- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.
- B. 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.

- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

ARTICLE 18 PUBLIC RECORDS

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

- A. 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.

- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **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, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.

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

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

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

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

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

ARTICLE 22
INDEPENDENT CONTRACTOR

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

ARTICLE 23
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: _____

Telephone: _____
Fax: _____
Email: _____

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30

LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31

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 32

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 33

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 34

SEVERABILITY

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40
PROCUREMENT OF RECOVERED MATERIALS

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

CONTRACTOR:

By: _____

This ____ day of _____, 2025.

Date: _____

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.

GENERAL CONDITIONS

ARTICLE 1-- DEFINITIONS

Wherever used in these General Conditions, the terms used have the meanings indicated in the IFB and Section 00200.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

If applicable, when the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as, "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; what is called for by one is as binding as if called for by all.** The Contract Documents will be construed in accordance with the Laws of the State of Florida.
- B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, Materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard Specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

Change Orders (if any);
Contract;
Addenda;
Contractor's Bid;
Solicitation, General Provisions;
General Conditions;
Technical Specifications;
Referenced Standard Specifications; and
Drawings.
- B. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions;
 - 2. Detail Drawings govern over general Drawings;
 - 3. Addenda/Change Order Drawings govern over Contract Drawings; and
 - 4. Contract Drawings govern over standard Drawings.

- C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order in accordance with the procedure set forth at Article 10 below.

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

- A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and
 - 2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.

- C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order (when applicable) will be issued as provided herein to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.
- E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. The City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

- A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.
- B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

- A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special Contractors or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

- A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final Completion unless otherwise provided by Law or Regulation or by the Contract Documents.
- B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

- A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. 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.
- B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.
 - 1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 - 2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against

claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.
5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: \$1,000,000.00

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1. Combined Single Limit \$1,000,000
Each Occurrence
- a. Products / Completed
Operation \$1,000,000
Each Occurrence
- b. Personal Injury \$1,000,000
Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

1.	Bodily Injury:	\$1,000,000.00	Ea. Occur.
	Person	\$1,000,000.00	Ea. Occur.
2.	Property Damage:	\$1,000,000.00	Ea. Occurr.
	or combined single	\$1,000,000.00	Ea. Occurr.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.
- B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.
- C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary

for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

1. New Year's Eve Day – ½ Day (afternoon)	7. Labor Day
2. New Year's Day	8. Veterans Day
3. Martin Luther King's Birthday	9. Thanksgiving Day
4. President's Day	10. Day after Thanksgiving Day
5. Memorial Day	11. Christmas Eve Day – ½ Day
6. Independence Day	12. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

- B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is required by a Change Order (when applicable) or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.
- C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.
- D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.
- E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.
- F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers'

warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. All Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the specific provisions Article 9 hereof.

- H. All construction equipment necessary and required for the proper construction of this Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

- A. Unless otherwise provided in the Contract Documents, the allotted permit fee allowances provided in Division 1 of the Bid Form herein shall be utilized for the purposes of obtaining all required permits and fees necessary to complete the Work, required by City and any agencies. The Contractor shall be responsible for payment of said permit fees and will be directly reimbursed by the City. Any and all remaining allowance balances shall remain with the City. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.
- B. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or

copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

- C. The Contractor is responsible for obtaining and paying for all applicable permits, including but not limited to City of Miramar, Broward County permits, including, permit fees, reports, monitoring, evaluations, etc., required to obtain and close permits. The Contractor will be reimbursed by the City for the direct cost of required permits.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons at or near the Work;
 - 2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and
 - 3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.
- B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.
- D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor's statement that the Contractor will comply is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES (WHEN APPLICABLE)

- A. The Contractor shall submit Shop Drawings and samples in accordance with the terms of this Solicitation. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point

out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

- F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring special attention.
- H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. **No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing.**

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

- A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.
- B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.
- C. If any part of the Contractor's Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY'S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order (if any) and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order (if any) justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

- A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders (when applicable); claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims

for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.

- B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.
- B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.
- C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

- A. When applicable, the City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.
- B. When applicable, Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS (WHEN APPLICABLE)

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.
- B. Contractor shall not start Work on any changes requiring an increase in the Contract Price

or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

- C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.
- E. The City and the Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Work ordered by the City;
 - 2. Changes required because of acceptance of defective Work; and
 - 3. Changes in the Contract Price, Contract Time or other changes agreed to by the parties.
- F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.
- B. The value of any Work covered by a Change Order (when applicable) or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the increased or decreased units.
 - 2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.
 - 3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

- A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.
1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.
- B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, material and equipment inclusive of but not limited to: Overhead and Profit, General Conditions, General Requirements, Labor Burden, fees and insurances, supervision, incidental general office expenses, etc.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.
- B. The Contract Time will be extended in an amount equal to time Days due to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.
- C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any
- Forms 300-95

such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.

- B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.
- C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.
- D. Hurricane Precautions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order (when applicable) in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.
- C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.
- E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.
- F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.
- G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.
- H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.
- I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.
- J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the Contract Documents.
- K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.
- L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.

M. The Architect/Engineer shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.
2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE-YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended

for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order (when applicable) will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.
- C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 5 percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the

Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.

- B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

- A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.
- C. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one-year correction period shall commence only after the date of Final Completion of the Work.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for

progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.
- B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.
 - 3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

- END OF SECTION -



1. Use this form to report vendor performance (positive or negative) for deliveries of supplies/rendering of services, regardless of the purchasing method used (Purchasing Card, Purchase Order, City Contract, etc).
2. The person designated for accepting supplies/services is responsible for filling out this form (type or print). Only page 1 is required, if page 2 is not used. However, if any area on page 1 is marked "unsatisfactory", page 2 must also be filled out and submitted with page 1 (see page 2, Explanations/Comments, when marking "unsatisfactory"). Page 2 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 2. Attach documents, if applicable.
3. City Contracts: Regardless of the purchasing method used, as a minimum this form **MUST** be completed and submitted not later than 2 weeks after completion/expiration of a City contract. Past performance is considered on future contracts.
4. **Send SIGNED form to: PROCUREMENT DEPARTMENT, 2200 Civic Center Place, Miramar, FL 33025 or fax to 954-602-3525.**

VENDOR INFORMATION	COMPLETE <u>ALL</u> APPLICABLE INFORMATION
Company/Vendor Name:	Contract Number No:
Mailing Address:	Description/Title:
City, St, Zip Code:	Contract Term (Dates) From: To:
Representative Evaluated:	Purchase Order Number:
Telephone Number:	Task Order Number:
Fax Number:	Other Reference:

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did **NOT** meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements (see page 2, Explanations/Comments)

EVALUATIONS (Place "X" in appropriate box for each major area.)

Criteria (includes change orders/amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Supplies delivered/Work performed on schedule.					
2. Condition of delivered supplies (includes handling/packaging).					
3. Quality of deliveries/work performance.					
4. Adherence to specifications/statement of work.					
5. Resolved problems/customer complaints timely.					
6. Working relationship/interfaces with City staff/public sector (citizens).					
7. Service Call (On-Call) response time.					
8. Other (specify):					
9. Overall evaluation of compliance with contract requirements.					

EVALUATED BY

Signature:	Date of Evaluation:
Print Name:	Department:
Title:	Phone No.:

 City of Miramar Procurement Department		VENDOR PERFORMANCE EVALUATION SUPPLIES and/or SERVICES (Includes CONSTRUCTION/PROFESSIONAL SERVICES)		Page 2 of <u> 2 </u>
Company/ Vendor Name:		Contract Number and/or Other Reference:		
Contract Ref No.	EXPLANATIONS/COMMENTS 1. Do not submit page 2 <u>without</u> page 1. 2. <u>Be specific</u> (include paragraph and page numbers referenced in the applicable contract, purchase order, etc). Continue on separate sheet (enter company name and contract number or other reference)			
Ref No.	ACTION TAKEN BY VENDOR (reply below or submit separate correspondence)			
NAME/TITLE OF VENDOR REPRESENTATIVE		SIGNATURE		DATE
FOR PROCUREMENT DEPARTMENT USE ONLY				
"Unsatisfactory" findings have been determined as VALID () NOT VALID (). Reasons:				
Signature:		Date:		
Name/Title:		Telephone No:		

END OF DOCUMENT

Superseded General Decision Number: FL20240197

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ASBE0060-001 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.66	18.12

CARP1809-001 06/01/2015

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation).....	\$ 25.95	8.65

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEC0728-008 09/01/2024

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 38.40	14.92

ELEV0071-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.50	37.885+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.00	14.90

ENGI0487-020 07/01/2023

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 32.75	14.90

ENGI0487-023 07/01/2023

Rates	Fringes

OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....		
	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

 ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift.....	\$ 26.75	14.90
OPERATOR: Mechanic.....	\$ 37.07	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

 IRON0272-001 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

 IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

 PLUM0719-002 09/01/2024

	Rates	Fringes
PLUMBER.....	\$ 33.70	13.40

PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

 PLUM0725-001 07/16/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 43.38	16.70

 * SFFL0821-004 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.03	23.70

 SHEE0032-001 08/12/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 29.10	14.68

 * SUFL2014-005 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06 **	0.70
IRONWORKER, REINFORCING.....	\$ 17.72 **	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.79 **	0.00
LABORER: Pipelayer.....	\$ 13.56 **	1.34
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00 **	2.82
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00 **	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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



City of Miramar Interoffice Memorandum Procurement Department

BID TAB Bid opening: October 9, 2025

No. 42 Generator/Project No. 4709-005-R/Contract No. H1153/IFB No. 25-035
 No. 54 Generator/Project No. 4709-002-R/Contract No. H1150/IFB No. 25-036
 No. 59 Generator/Project No. 4709-004-R/Contract No. H1152/IFB No. 25-037
 No. 68 Generator/Project No. 4709-003-R/Contract No. H1151/IFB No. 25-038
 No. 76 Generator/Project No. 4709-008-R/Contract No. H1174/IFB No. 25-039

	COMPANY NAME	TOTAL BASE BID AMOUNT For No 42	TOTAL BASE BID AMOUNT For No 54	TOTAL BASE BID AMOUNT For No 59	TOTAL BASE BID AMOUNT For No 68	TOTAL BASE BID AMOUNT For No 76	CBE/SBE	LOCAL
1	Zabatt Engine Services, Inc.	\$238,501.39	\$239,144.85	\$246,501.68	\$237,265.98	\$230,420.97	no	no
2	Hinterland Group, LLC.	\$979,000.00	\$945,450.00	\$979,000.00	\$979,000.00	\$945,450.00	no	no
3	*All Florida Contracting Services, LLC.	\$165,551.00	\$164,951.00	\$171,729.00	\$165,951.00	\$159,454.00	yes	no
4	Stonehenge Construction, LLC.	\$300,887.00	\$268,935.00	\$300,887.00	\$300,887.00	\$268,935.00	no	no
5	Genesis Pime Group, LLC.	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	no	no
6	*Juliana Enterprises, Inc., dba ADAL FGC	\$183,059.00	\$161,059.00	\$180,059.00	\$176,259.00	\$172,373.00	no	no
7	Tower Contracting Corp.				\$1,045,000.00		no	no
8	Coulomb Engineering, Inc.					\$160,000.00	no	no

**Indicates the lowest, responsive, responsible and successful Bidder(s).*

CITY OF MIRAMAR
LIFTSTATION 68 GENERATOR / PROJECT NO. 4709-003-R
CONTRACT NO. H1151 / INVITATION FOR BIDS NO. 25-038



The City of Miramar Commission:

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

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

City Manager
Dr. Roy L. Virgin

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

DATE ISSUED: AUGUST 19, 2025
DATE DUE: SEPTEMBER 18, 2025, at 2:00 P.M.

THIS PROJECT IS FUNDED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) / FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

TABLE OF CONTENTS

<u>DIVISION/SECTION TITLE</u>	<u>PAGE NO.</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>	
00100	Public Notice Inviting Bids
00100	Instructions to Bidders / Scope of Work
00200	General Terms and Conditions
00300	Bid Forms (Required Forms)
	Bid Cover Sheet
	Addenda Acknowledgement Form
	Bid Form Summary
	List of Subcontractors
	Named Equipment/Material Supplier List
	Or Equal Supplier/Material Supplier List
	Waste Pro Notification and Acknowledgement
	Bidder's General Information
	Anti-Kickback Affidavit
	Public Entity Crimes
	Trench Safety Act Compliance Statement
	Non-Collusive Affidavit
	Drug Free Workplace
	Non-Discrimination Affidavit
	Business/Vendor Profile Survey
	Agreement Certificate(s)
	Certificate as to Corporate Principal
	Bid Bond
	Performance Bond (if applicable)
	Payment Bond
	Affidavit Regarding the Use of Coercion
	Reference Questionnaire
	Release Waiver Form
	Additional Forms for Info Purposes
	Application for Payment
	Certificate of Contractor for Payment
	Affidavit for Payment
	Change Order Form
	Certificate of Substantial Completion
	Final Release of Lien and Warranty of Title
	Toxic and Nontoxic Substances
	Insurance
	Sample Agreement
<u>CONTRACT GENERAL CONDITIONS</u>	
	General Conditions
	Vendor Performance Evaluation
	Prevailing Wage Table
	W-9

END - TABLE OF CONTENTS

SECTION 00100 – PUBLIC NOTICE INVITING BIDS

CITY OF MIRAMAR

LIFTSTATION 68 / GENERATOR PROJECT NO. 4709-003-R
CONTRACT NO. H1151 / INVITATION FOR BIDS NO. 25-038

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

I. NON-MANDATORY WEBEX PRE-BID MEETING: The City will hold a non-mandatory pre-bid meeting via Webex at 10:00 a.m. on August 28, 2025. Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m073fbf372169846c5c2f8fda0d9813b4>

Meeting number: 2317 365 2169

Password: vfSuDRvp266

Host key: 681657

Join by video system: Dial 23173652169@miramarfl.webex.com

You can also dial: 173.243.2.68 and enter your meeting number

Join by phone: +1-415-655-0001 US Toll

Access code: 2317 365 2169

Host PIN: 5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

II. PROJECT QUESTIONS: All questions must be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025, by email to: bamartin@miramarfl.gov, no later than **September 4, 2025**. **Absolutely no questions will be answered if submitted after the question submittal deadline.**

III. BIDS DUE ON DEMANDSTAR.COM on SEPTEMBER 18, 2025, at 2:00 P.M.

IV. WEBEX OPENING OF BIDS RECEIVED VIA DEMANDSTAR.COM: Timely Bids received on Demandstar.com will be opened and read via webex call at **2:00 P.M. on September 18, 2025.**

Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=me531951843754b150b06a5821054e0a1>

Meeting number:	2315 046 3622
Password:	S6NxJV6mqD2
Host key:	772261
Join by video system:	Dial 23150463622@miramarfl.webex.com
You can also dial:	173.243.2.68 and enter your meeting number
Join by phone:	+1-415-655-0001 US Toll
Access code:	2315 046 3622
Host PIN:	5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

PROJECT SCOPE: The scope of work includes but is not limited to all labor, material, tools, equipment, and incidentals, as necessary for the installation of a NEW STANDBY DIESEL GENERATOR & Auto Transfer Switch for lift station 68. The work includes but not limited to: prepare drawings for permitting, permit through building department, pour new concrete slabs, set & secure new ATS NEMA 3R, trench from generator pad to new ATS, re-route electric from existing main ATS-loads, set & secure new generator with base tank on new pad, extend fence as needed at each site, pull cable from GEN-ATS & ATS-Existing pump controllers, terminate cable, install new emergency stop, start-up & test, and demobilize.

PROJECT LOCATION: The Project is located on 16951 SW 37th Court, Miramar, FL. 33027.

COMPLETION OF WORK: The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

SOLICITATION DOCUMENTS: The Contract Documents are entitled: LIFTSTATION 68 GENERATOR PROJECT NO. 4709-003-R, CONTRACT NO. H1151 / IFB NO. 25-038. Copies of this Solicitation package may be obtained at no charge from DemndStar.com.

BID SECURITY: When applicable, bids 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	August 19, 2025
Pre-Bid meeting	August 28, 2025, at 10:00 A.M.
Deadline for written questions	September 4, 2025
Due Date and Time Bids due in Demandstar.com	September 18, 2025, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call <u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	September 18, 2025, at 2:00 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 informalities or irregularities in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder, as deemed in the best interest of the City.

END - PUBLIC NOTICE INVITING BIDS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, ON/OR BEFORE:

BIDS DUE: SEPTEMBER 18, 2025, AT 2:00 P.M.

**INSTRUCTIONS FOR SUBMITTING A BID
IN RESPONSE TO A FORMAL
INVITATION FOR BIDS**

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

All Bids must be submitted via Demandstar.com, on replica 8 ½" by 11" paper, neatly typed with normal margins and spacing.

1. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.
2. All Bids must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.
3. Bidders must include the following information clearly marked on the Bids cover page:
 - a) Bidder's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY COMPUTER MALFUNCTIONS AND / OR ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL 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.

SCOPE OF SERVICES

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection and backup power to Lift Station 68 in Miramar, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4709-003-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The work shall be completed in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

A. The Hazard Mitigation Grant Program (HMGP) project shall provide protection by the purchase and installation of an 80-kW diesel powered generator, or the adequate size determined by the Contractor and/or electrical engineer during the bid process to appropriately support the lift station. The generator installation shall include an automatic transfer switch (ATS), wind rated enclosure, fuel tank, new concrete pad, and all necessary electrical connections. Currently, Lift Station 68 lacks the necessary backup power to allow continued operations should electrical outages occur due to malfunctions, especially during storm emergencies. The proposed generator shall mitigate power loss keeping this critical facility operational during and after severe weather events or other causes, providing protection against sanitary overflows to residential properties, businesses, and most critically, a Broward County Emergency Shelter.

B. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS, DELIVERABLES AND ENVIRONMENTAL:

A) Tasks:

i. The Contractor shall be a qualified and licensed Florida contractor who will complete the scope of work as approved by the Division and FEMA, and shall be responsible *for* furnishing all labor, materials, equipment, tools, transportation and supervision for performing all work *per* sealed engineering designs and construction plans presented to the City for subsequent approval by the Division and FEMA.

- ii. The contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.
- iii. The Contractor shall ensure that no subcontractors are debarred or suspended from participating in federally funded projects.
- iv. The selected contractor shall have a current and valid occupational license/business tax receipt, required permits and approvals issued for the type of services being performed. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- v. Upon completion of the work, the Contractor shall participate in a final inspection of the completed project by the City's building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Contractor prior to Contractor's submittal of the final inspection request to the Division.

B) Deliverables:

- i. Contractor shall conduct mitigation activities consisting of providing protection to the Lift Station by installing a permanent generator and providing backup power to this critical facility. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- ii. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), complying with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

C) Environmental:

- i. If any ground disturbance activities occur during construction, the contractor shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the City representative.
- ii. The generator, automatic transfer switch (ATS), and electrical components are supporting a critical action and must be protected for the 500-year (0.2% annual chance) flood elevation.
- iii. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
<u>Closeout Compliance:</u>	<u>3</u>	<u>Months</u>
<i>Total Period of Performance:</i>	<i>36</i>	<i>Months</i>

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 terms "Actual lowest Bidder" or "Successful Bidder" or "Responsive, Responsible Bidder" or "Provider" shall mean the Bidder receiving an award after completion of the due diligence review of all bids received by the Procurement Department, pursuant to this Invitation for Bids.

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

The term "Amendment" shall mean a document signed by the Contractor and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Apparent lowest Bidder" shall mean the bidder who has the lowest bid announced at the date and time of the bid opening.

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 Firm" or "SBE Firm," (when applicable), shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that 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 other 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 into 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 any and 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 "Good Faith Efforts" when applicable, mean efforts to achieve the CBE/SBE Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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 "Minority Business Enterprise" (MBE) when applicable, means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Minority-Owned status. MBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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 into 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 terms "Procurement Office" or "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 "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

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 "Woman Business Enterprise" (WBE) means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Woman-Owned status. WBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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.

2.02 AVAILABILITY OF INVITATION FOR BIDS

a. Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service.

b. Bidders are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Bidder. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments if their names are not included on the list of firms participating in the Solicitation process.

c. To request the Solicitation package from the City's Procurement Department, your request should include the following

information: the Solicitation number and title, the name of the potential Bidder's contact person, the potential Bidder's name, complete mailing address, telephone number, and fax number.

2.03 CONE OF SILENCE

a. 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.

b. 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: Brenda Martin
Email: bamartin@miramarfl.gov

2.04 CONTENTS OF BID

a) Solicitation Requirements.

- 1) 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 any and 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.

2.05 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.

8) In accordance with 2 C.F.R. 200.318 (d), the City's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

9) In accordance with 2 C.F.R. 200.318 (f), The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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/SBE/MWBE/Local Firms.

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

i. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services, Office of Supplier Diversity, Florida Department of Transportation (construction

services, particularly highway), Minority Business Development Center in most major cities, and Local government M/WBE programs in many large counties and cities.

Local Preference:

Not Applicable.

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

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."**

Compliance with the Copeland "Anti-Kickback" Act.

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

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 in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflict of Interest by the City / Standard of Conduct.

- i. In accordance with 2 C.F.R. 200.318 (b), the City must maintain oversight of this project to ensure the Successful Bidder performs in accordance with the terms, conditions, and specifications of the resulting contract or purchase orders.
- ii. In accordance with 2 C.F.R. 200.318 (c) (1), The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm/Bidder considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders or parties to subcontracts. However, the City may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

i) 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.**”

j) 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.

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.”

- o) Debarment and Suspension.

In accordance with 2 C.F.R. 200.213, this project is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2.06 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.

2.07 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.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and 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.

2.09 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.

2.10 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 into 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 into the Contract, the check or Bid Bond, as the case may be, 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

In compliance with Chapter 119, Florida Statutes, cost estimates for projects are to remain confidential and exempt from public information, until a contract is

executed or the project is no longer under consideration. 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 is capable of performing 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 FEMA and 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, with FEMA's approval, 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 considered to be, at all times, 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.

i) 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.

c) In accordance with 2 C.F.R. 200.318 (k) The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for the City's unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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 CONTRACTOR MINIMUM QUALIFICATIONS

The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:

1. At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be a fully qualified, current and licensed State of Florida General Contractor, bonded and specializing in relevant Liftstation generator experience, as the Prime.

2. The Successful Bidder shall submit three (3) projects comparable in size and complexity that has been completed within the last five (5) years that will qualify the Bidder to perform the Services requested in this Solicitation, including references' current mailing addresses, telephone numbers, email addresses. **Failure to provide three (3) verifiable references using the Questionnaire Form provided within the Solicitation will deem the Bid "Non-Responsive."**

2.18 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"

2.19 REFERENCE QUESTIONNAIRE

Three (3) copies of the questionnaire must be completed by three different clients or firms giving reference on behalf of the Bidder and submitted within the Bidder's bid, by the bid due date.

2.20 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.

2.21 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.

2.22 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may visit the following website: www.mss.miramarfl.gov/vss.

2.23 RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

On relevant site visits, Vendors will be required to complete this form and submit it to: bamartin@miramarfl.gov or the project manager, **BEFORE**, they are allowed to attend the site visit.

2.24 All Proposers shall affirm that as a nongovernmental entity, they shall not use coercion for

labor or services as defined in Florida Statute §787.06(13). All Proposers shall submit a signed and notarized statement with their Proposals using the form entitled: "**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES.**"

2.25 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

2.26 COOPERATIVE PURCHASING AGREEMENT

This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

2.27 DAVIS BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Under this Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

2.28 RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

END OF SECTION

SECTION 300 – BID FORMS

(REQUIRED FORMS)

BID COVER SHEET - IFB NO. 25-038

LIFTSTATION 68 / GENERATOR PROJECT NO. 4709-003-R / CONTRACT NO. H1151

BIDDER'S NAME (Name of Firm, Entity or Organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:

Name:

Title:

EMAIL ADDRESS: _____

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:

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 the Solicitation)

Signed by: _____ Date: _____

Print name: _____ Title: _____

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

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, LIFTSTATION 68 / GENERATOR PROJECT NO. 4709-003-R / CONTRACT NO. H1151 / IFB-No. 25-038 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR LIFTSTATION GENERATOR PROJECT."**

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

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

4. Bidder has examined copies of all the Solicitation Documents, including acknowledging all addenda.

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

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

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

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

DATED: _____

BIDDER: _____

BY: _____
(Signature)

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

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

END OF DOCUMENT

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

BID FORM SUMMARY
LIFTSTATION 68 / GENERATOR PROJECT NO. 4709-003-R
CONTRACT NO. H1151 / IFB-No. 25-038

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	
B	Permit Through Building Department	
	Job Content	
E	Pour New Concrete Pad	
F	Set & Secure New ATS NEMA 3R	
G	Trench fr: GEN Pad to New ATS	
H	Lay Conduit fr: GEN Pad to New ATS	
I	Re-route Electric fr: Main to ATS to Loads	
J	Set & Secure New GEN W/Base tank on New Pd	
K	Extend Fence, as needed, at Each Site	
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	
M	Terminate Cable	
N	Install New Emergency Stoop	
O	Start-up & Test	
P	Demobilize	
Q		
R	Total	\$

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

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

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

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

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 68 / GENERATOR
PROJECT NO. 4709-003-R / CONTRACT NO. H1151 / IFB-No. 25-038

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date: _____

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

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

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

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name: **CITY OF MIRAMAR, LIFTSTATION 68 / GENERATOR
PROJECT NO. 4709-003-R / CONTRACT NO. H1151
IFB-No. 25-038**

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date:_____

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number: _____

- (3) CONTRACTOR'S license: Primary classification: _____

State License No. and Expiration Date: _____

Supplemental classification held, if any: _____

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

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

Name: _____ Date of Inspection: _____

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

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

DATED: _____ 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

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 into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

DATED: _____ 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

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "LIFTSTATION GENERATOR PROJECT

Project Number: LIFTSTATION 68 / PROJECT NO. 4709-003-R / CONTRACT NO. H1151
IFB-No. 25-038

Project Location: The Project is located at 16951 SW 37th Court Miramar, FL. 33027.

Instructions:

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

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

CERTIFICATION

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

_____ Dollars \$ _____
(Written) (Figures)

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

Certified: _____
(Company Contractor)

By: _____
(President/ Principal's Signature)

(President/ Principal's Type or Print Name)

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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____ being first duly sworn, deposes and says
that:

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

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

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Witness

(Print Name)

(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

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

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

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

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

Bidder's Signature

Date

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

NON-DISCRIMINATION AFFIDAVIT

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

DATED: _____ 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

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

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

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

END OF DOCUMENT

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20____, the following resolution was passed and adopted: "BE IT RESOLVED THAT _____(name), as _____(title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this ____ day of _____, 20____.

Secretary

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Partner

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Managing Partner

END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Name of Corporation)

STATE OF _____)
COUNTY OF _____) ss:

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 -

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- LIFSTATION GENERATOR PROJECT / LIFTSTATION 68 GENERATOR PROJECT NO. 4709-003-R CONTRACT NO. H1151 / IFB-No. 25-038" we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20____.

For:

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ 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)*

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Liftstation 68 Generator Project No. 4709-003-R Contract No. H1151 / IFB-No. 25-038, awarded the ___ day of _____, 20___, with City for the "Liftstation Generator Project" in accordance with Drawings (plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within _____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this

paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

[REMAINDER INTENTIONALLY LEFT BLANK]

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESSES:

Secretary
(CORPORATE SEAL)

(Name of Corporation)
By: _____
(Signature and Title)

IN THE PRESENCE OF:

By: Agent and Attorney-In-Fact
Address: _____
(Street)

(City/State/Zip Code)

INSURANCE COMPANY

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**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City Liftstation 68 Generator Project No. 4709-003-R Contract No. H1151 / IFB-No. 25-038, awarded the ____ day of _____, 20____, for the "Liftstation Generator Project," in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly make payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract

Documents and compliance or noncompliance with any formalities connected with the Contract or that the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20____.

WITNESS:

(Name of Corporation)

(CORPORATE SEAL)

Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

Secretary

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No: (_____) _____

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

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized
Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____

(Authorized Signature)

Print Name
And Title: _____

Date : _____

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: _____
 Agency Giving Reference: _____
 Person Giving Reference: _____
 Telephone: _____
 E-Mail: _____
 Name of Project Completed by Contractor: _____
 What was the Dollar value of the Project: _____
 What was the Completion Date of the Project: _____
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?					
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?					
How would you rate the quality and experience of the firm's project manager and on-site personnel?					
Was this awarded under a competitive process?					
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) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
WILL DEEM YOUR BID "NON-RESPONSIVE"**

CITY OF MIRAMAR

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

(IF APPLICABLE)

In consideration of being permitted to enter, visit or tour the Liftstation Generator Project ("Project Title") with the property address of: 16951 SW 37th Court Miramar, FL. 33027, for inspection in relation to Liftstation 68 Generator Project No. 4709-003-R / Contract No. H1151 / IFB-No. 25-038, by signing below the UNDERSIGNED HEREBY:

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

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

By: _____
Releasor's signature

Print Name: _____

Company Name: _____

Title: _____

Date: _____

**(ADDITIONAL FORMS FOR INFORMATIONAL
PURPOSES AND LATER USE)**

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ **TO:** _____

Project No.: _____

Project Name: _____

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: \$_____
2. Net change by Change Order(s): \$_____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): \$_____
4. TOTAL COMPLETED AND STORED TO DATE: \$_____
5. RETAINAGE:
 - a. _____% of Completed Work \$_____
 - b. _____% of Stored material \$_____
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 less Line 5 Total) \$_____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$_____
8. CURRENT PAYMENT DUE \$_____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$_____

NOTES: THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:

- ☐ THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- ☐ THE AFFIDAVIT FOR PAYMENT FORM.
- ☐ UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- ☐ COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- ☐ COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- ☐ COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST
- ☐ ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- ☐ LIST OF SUB-CONTRACTOR(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE AMOUNT OF MONIES OWED EACH SUB-CONTRACTOR.
- ☐ CURRENT UPDATED PROJECT SCHEDULE.
- ☐ CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- ☐ MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT- PARTIAL RELEASE LIEN

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20__, between the **City of Miramar** (hereinafter the "**CITY**") and _____ (hereinafter the "**Contractor**").

I further certify that all just and lawful bills against Contractor and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the Contractor in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the Contractor the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR: _____

STATE OF _____)
COUNTY OF _____) ss:

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: _____

(The Contractor shall execute this certificate and attach it to each Application for Payment)

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims and other charges incurred by:

_____ in connection with the construction of _____

_____ have been paid in full.

Signed _____

By _____

WITNESSES:

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: _____

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

CHANGE ORDER NO.: _____

Resolution No. _____

Contract No.: _____

Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

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

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____ (This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

Total Change In Amount: Increase: \$_____ Decrease: \$_____ No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☐
Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

	Title	Date
Recommended By:		
	Marcelin Denis	Date
	Senior Utility Administrator of Utilities	
Recommended By:		
	Francois A. Domond	
	Director of Utilities	Date
Accepted By:		
	Contractor Name	
	Title	Date
Approved By:		
	Alicia Ayum	
	Director of Procurement Department	Date
Approved By:		
	Kelvin Baker	
	Deputy City Manager	Date
Approved By:		
	Dr. Roy L. Virgin	
	City Manager	Date

END OF DOCUMENT

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____

Engineer's Project No.: _____

CITY OF MIRAMAR

"LIFTSTATION GENERATOR PROJECT"

Liftstation 68 / Generator Project No. 4709-003-R
Contract No. H1151 / IFB-No. 25-038

CONTRACTOR _____

Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____ ***The City of Miramar***

City

And To: _____

Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of City, Contractor and Engineer, and that Work is declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within 30 Work Days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

CITY: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

Engineer of Record Name

Signature _____

By _____

Executed by the City on _____, 20____.

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

Contractor Name

Signature _____

By _____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of

(\$ _____) paid to _____
by _____, receipt of which is hereby
acknowledged, do(es) hereby release and quit-claim to the City of Miramar, Florida, its
successors or assigns, all liens, lien rights claims or demands of any kind whatsoever
which now has (have) or might have against the property, and/or improvements, on
account of labor performed, Material furnished, and/or for any incidental expense for:

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set

_____ hand and seal this ____ day of _____, 20____.

Witness:

(Seal)

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

WARRANTY OF TITLE
(For Periodic Progress
Payments)

STATE OF _____)
COUNTY OF _____) ss:

City of Miramar

"LIFTSTATION GENERATOR PROJECT"

Liftstation 68 / Generator Project No. 4709-003-R
Contract No. H1151 / IFB-No. 25-038

BEFORE ME, the undersigned authority personally appeared _____ (the "Affiant"), who after being duly sworn, says that he is the "Contractor" pursuant to a Contract (the "Contract") dated _____, 20___ with the City of Miramar, Florida (the "City") for the supply of certain labor and/or Materials (the "Work") to certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders (if any), and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completed, in accordance with the Plans and Specifications, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

- a. All Subcontractors, vendors, Material men, Suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and/or Materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of Liens/Claims with respect thereto with copy of said Partial Release of Lien/Claims attached.

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No. _____ for Payment dated _____, 20____, passes to the City at the time of payment free and clear of all liens.

Signed,

(Name of Contractor)

(Signature)

(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:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

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 department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder 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.

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

END OF DOCUMENT

INSURANCE REQUIREMENTS

Bidder shall agree that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and hold the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence, property damage \$1,000,000 each occurrence or combined single limit of \$1,000,000 each occurrence; personal and advertising injury \$1,000,000; Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence; products and completed operations policy aggregate \$1,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident (if applicable).
3. Employer's Liability/Worker's Compensation: \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following three insurance endorsements:

1. AUTOMOBILE – The City must be included as an additional insured by

policy endorsement under Automobile Liability policy (if applicable).

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy with respect to liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder shall agree to waive all rights of subrogation against the City by policy endorsement under Commercial General Liability policy for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder shall further agree to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

The Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve insurance policies prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or 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.

END OF DOCUMENT

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 [REDACTED] IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor") a Florida Corporation/Limited Liability Company/Foreign Profit Corporation authorized to conduct business in the state of Florida whose principal address is _____.

WITNESSETH:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Liftstation 68 / Generator Project No. 4709-003-R Contract No. H1151 / IFB-No. 25-038 (the "IFB"), entitled: "**LIFTSTATION GENERATOR PROJECT**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

ARTICLE 1 **DEFINITIONS**

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

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

ARTICLE 2 **WORK**

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof

and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

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

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall

indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

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

for the indemnification given by the Contractor to the City.

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision.

In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11

DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

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

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;

- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.
- B. 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.

- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

ARTICLE 18 PUBLIC RECORDS

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

- A. 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.

- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **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, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.

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

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

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

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

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

ARTICLE 22
INDEPENDENT CONTRACTOR

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

ARTICLE 23
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: _____

Telephone: _____
Fax: _____
Email: _____

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30

LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31

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 32

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 33

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 34

SEVERABILITY

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38

SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40
PROCUREMENT OF RECOVERED MATERIALS

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41
CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

CONTRACTOR:

By: _____

This ____ day of _____, 2025.

Date: _____

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.

GENERAL CONDITIONS

ARTICLE 1-- DEFINITIONS

Wherever used in these General Conditions, the terms used have the meanings indicated in the IFB and Section 00200.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

If applicable, when the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as, "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; what is called for by one is as binding as if called for by all.** The Contract Documents will be construed in accordance with the Laws of the State of Florida.
- B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, Materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard Specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

Change Orders (if any);
Contract;
Addenda;
Contractor's Bid;
Solicitation, General Provisions;
General Conditions;
Technical Specifications;
Referenced Standard Specifications; and
Drawings.
- B. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions;
 - 2. Detail Drawings govern over general Drawings;
 - 3. Addenda/Change Order Drawings govern over Contract Drawings; and
 - 4. Contract Drawings govern over standard Drawings.

- C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order in accordance with the procedure set forth at Article 10 below.

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

- A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and
 - 2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.

- C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order (when applicable) will be issued as provided herein to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.
- E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. The City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

- A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.
- B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

- A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special Contractors or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

- A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final Completion unless otherwise provided by Law or Regulation or by the Contract Documents.
- B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

- A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. 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.
- B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.
 - 1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 - 2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against

claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.
5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: \$1,000,000.00

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1. Combined Single Limit \$1,000,000
Each Occurrence
- a. Products / Completed
Operation \$1,000,000
Each Occurrence
- b. Personal Injury \$1,000,000
Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

1.	Bodily Injury:	\$1,000,000.00	Ea. Occur.
	Person	\$1,000,000.00	Ea. Occur.
2.	Property Damage:	\$1,000,000.00	Ea. Occurr.
	or combined single	\$1,000,000.00	Ea. Occurr.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.
- B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.
- C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary

for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

1. New Year's Eve Day – ½ Day (afternoon)	7. Labor Day
2. New Year's Day	8. Veterans Day
3. Martin Luther King's Birthday	9. Thanksgiving Day
4. President's Day	10. Day after Thanksgiving Day
5. Memorial Day	11. Christmas Eve Day – ½ Day
6. Independence Day	12. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

- B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is required by a Change Order (when applicable) or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.
- C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.
- D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.
- E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.
- F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers'

warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. All Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the specific provisions Article 9 hereof.

- H. All construction equipment necessary and required for the proper construction of this Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

- A. Unless otherwise provided in the Contract Documents, the allotted permit fee allowances provided in Division 1 of the Bid Form herein shall be utilized for the purposes of obtaining all required permits and fees necessary to complete the Work, required by City and any agencies. The Contractor shall be responsible for payment of said permit fees and will be directly reimbursed by the City. Any and all remaining allowance balances shall remain with the City. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.
- B. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or

copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

- C. The Contractor is responsible for obtaining and paying for all applicable permits, including but not limited to City of Miramar, Broward County permits, including, permit fees, reports, monitoring, evaluations, etc., required to obtain and close permits. The Contractor will be reimbursed by the City for the direct cost of required permits.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons at or near the Work;
 - 2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and
 - 3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.
- B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.
- D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor's statement that the Contractor will comply is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES (WHEN APPLICABLE)

- A. The Contractor shall submit Shop Drawings and samples in accordance with the terms of this Solicitation. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point

out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

- F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring special attention.
- H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. **No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing.**

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

- A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.
- B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.
- C. If any part of the Contractor's Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY'S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order (if any) and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order (if any) justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

- A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders (when applicable); claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims

for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.

- B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.
- B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.
- C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

- A. When applicable, the City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.
- B. When applicable, Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS (WHEN APPLICABLE)

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.
- B. Contractor shall not start Work on any changes requiring an increase in the Contract Price

or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

- C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.
- E. The City and the Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Work ordered by the City;
 - 2. Changes required because of acceptance of defective Work; and
 - 3. Changes in the Contract Price, Contract Time or other changes agreed to by the parties.
- F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.
- B. The value of any Work covered by a Change Order (when applicable) or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the increased or decreased units.
 - 2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.
 - 3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

- A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.
1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.
- B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, material and equipment inclusive of but not limited to: Overhead and Profit, General Conditions, General Requirements, Labor Burden, fees and insurances, supervision, incidental general office expenses, etc.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.
- B. The Contract Time will be extended in an amount equal to time Days due to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.
- C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any
- Forms 300-95

such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.

- B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.
- C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.
- D. Hurricane Precautions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order (when applicable) in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.
- C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.
- E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.
- F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.
- G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.
- H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.
- I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.
- J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the Contract Documents.
- K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.
- L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.

M. The Architect/Engineer shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.
2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE-YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended

for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order (when applicable) will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.
- C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 5 percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the

Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.

- B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

- A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.
- C. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one-year correction period shall commence only after the date of Final Completion of the Work.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for

progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.
- B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.
 - 3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

- END OF SECTION -



1. Use this form to report vendor performance (positive or negative) for deliveries of supplies/rendering of services, regardless of the purchasing method used (Purchasing Card, Purchase Order, City Contract, etc).
2. The person designated for accepting supplies/services is responsible for filling out this form (type or print). Only page 1 is required, if page 2 is not used. However, if any area on page 1 is marked "unsatisfactory", page 2 must also be filled out and submitted with page 1 (see page 2, Explanations/Comments, when marking "unsatisfactory"). Page 2 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 2. Attach documents, if applicable.
3. City Contracts: Regardless of the purchasing method used, as a minimum this form **MUST** be completed and submitted not later than 2 weeks after completion/expiration of a City contract. Past performance is considered on future contracts.
4. **Send SIGNED form to: PROCUREMENT DEPARTMENT, 2200 Civic Center Place, Miramar, FL 33025 or fax to 954-602-3525.**

VENDOR INFORMATION	COMPLETE <u>ALL</u> APPLICABLE INFORMATION
Company/Vendor Name:	Contract Number No:
Mailing Address:	Description/Title:
City, St, Zip Code:	Contract Term (Dates) From: To:
Representative Evaluated:	Purchase Order Number:
Telephone Number:	Task Order Number:
Fax Number:	Other Reference:

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did **NOT** meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements (see page 2, Explanations/Comments)

EVALUATIONS (Place "X" in appropriate box for each major area.)

Criteria (includes change orders/amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Supplies delivered/Work performed on schedule.					
2. Condition of delivered supplies (includes handling/packaging).					
3. Quality of deliveries/work performance.					
4. Adherence to specifications/statement of work.					
5. Resolved problems/customer complaints timely.					
6. Working relationship/interfaces with City staff/public sector (citizens).					
7. Service Call (On-Call) response time.					
8. Other (specify):					
9. Overall evaluation of compliance with contract requirements.					

EVALUATED BY

Signature:	Date of Evaluation:
Print Name:	Department:
Title:	Phone No.:

 City of Miramar Procurement Department		VENDOR PERFORMANCE EVALUATION SUPPLIES and/or SERVICES (Includes CONSTRUCTION/PROFESSIONAL SERVICES)		Page 2 of <u> 2 </u>
Company/ Vendor Name:		Contract Number and/or Other Reference:		
Contract Ref No.	EXPLANATIONS/COMMENTS 1. Do not submit page 2 <u>without</u> page 1. 2. <u>Be specific</u> (include paragraph and page numbers referenced in the applicable contract, purchase order, etc). Continue on separate sheet (enter company name and contract number or other reference)			
Ref No.	ACTION TAKEN BY VENDOR (reply below or submit separate correspondence)			
NAME/TITLE OF VENDOR REPRESENTATIVE		SIGNATURE		DATE
FOR PROCUREMENT DEPARTMENT USE ONLY				
"Unsatisfactory" findings have been determined as VALID () NOT VALID (). Reasons:				
Signature:		Date:		
Name/Title:		Telephone No:		

END OF DOCUMENT

Superseded General Decision Number: FL20240197

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ASBE0060-001 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.66	18.12

CARP1809-001 06/01/2015

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation).....	\$ 25.95	8.65

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEC0728-008 09/01/2024

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 38.40	14.92

ELEV0071-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.50	37.885+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.00	14.90

ENGI0487-020 07/01/2023

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 32.75	14.90

ENGI0487-023 07/01/2023

Rates	Fringes

OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....		
	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift.....	\$ 26.75	14.90
OPERATOR: Mechanic.....	\$ 37.07	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0272-001 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

PLUM0719-002 09/01/2024

	Rates	Fringes
PLUMBER.....	\$ 33.70	13.40

PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

PLUM0725-001 07/16/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 43.38	16.70

* SFFL0821-004 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.03	23.70

SHEE0032-001 08/12/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 29.10	14.68

* SUFL2014-005 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06 **	0.70
IRONWORKER, REINFORCING.....	\$ 17.72 **	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.79 **	0.00
LABORER: Pipelayer.....	\$ 13.56 **	1.34
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00 **	2.82
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00 **	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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



City of Miramar Interoffice Memorandum Procurement Department

BID TAB Bid opening: October 9, 2025

No. 42 Generator/Project No. 4709-005-R/Contract No. H1153/IFB No. 25-035
 No. 54 Generator/Project No. 4709-002-R/Contract No. H1150/IFB No. 25-036
 No. 59 Generator/Project No. 4709-004-R/Contract No. H1152/IFB No. 25-037
 No. 68 Generator/Project No. 4709-003-R/Contract No. H1151/IFB No. 25-038
 No. 76 Generator/Project No. 4709-008-R/Contract No. H1174/IFB No. 25-039

	COMPANY NAME	TOTAL BASE BID AMOUNT For No 42	TOTAL BASE BID AMOUNT For No 54	TOTAL BASE BID AMOUNT For No 59	TOTAL BASE BID AMOUNT For No 68	TOTAL BASE BID AMOUNT For No 76	CBE/SBE	LOCAL
1	Zabatt Engine Services, Inc.	\$238,501.39	\$239,144.85	\$246,501.68	\$237,265.98	\$230,420.97	no	no
2	Hinterland Group, LLC.	\$979,000.00	\$945,450.00	\$979,000.00	\$979,000.00	\$945,450.00	no	no
3	*All Florida Contracting Services, LLC.	\$165,551.00	\$164,951.00	\$171,729.00	\$165,951.00	\$159,454.00	yes	no
4	Stonehenge Construction, LLC.	\$300,887.00	\$268,935.00	\$300,887.00	\$300,887.00	\$268,935.00	no	no
5	Genesis Pime Group, LLC.	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	no	no
6	*Juliana Enterprises, Inc., dba ADAL FGC	\$183,059.00	\$161,059.00	\$180,059.00	\$176,259.00	\$172,373.00	no	no
7	Tower Contracting Corp.				\$1,045,000.00		no	no
8	Coulomb Engineering, Inc.					\$160,000.00	no	no

**Indicates the lowest, responsive, responsible and successful Bidder(s).*

CITY OF MIRAMAR
LIFTSTATION 76 GENERATOR / PROJECT NO. 4709-008-R
CONTRACT NO. H1174 / INVITATION FOR BIDS NO. 25-039



The City of Miramar Commission:

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

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

City Manager
Dr. Roy L. Virgin

City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

DATE ISSUED: AUGUST 19, 2025
DATE DUE: SEPTEMBER 18, 2025, at 2:00 P.M.

THIS PROJECT IS FUNDED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) / FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

TABLE OF CONTENTS

<u>DIVISION/SECTION TITLE</u>	<u>PAGE NO.</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>	
00100 Public Notice Inviting Bids	00100-02 to 00100-04
00100 Instructions to Bidders / Scope of Work	00100-05 to 00100-09
00200 General Terms and Conditions	00200-01 to 00200-14
00300 Bid Forms (Required Forms)	00300-01 to 00300-01
Bid Cover Sheet	00300-02 to 00300-04
Addenda Acknowledgement Form	00300-05 to 00300-05
Bid Form Summary	00300-06 to 00300-07
List of Subcontractors	00300-08 to 00300-08
Named Equipment/Material Supplier List	00300-09 to 00300-09
Or Equal Supplier/Material Supplier List	00300-10 to 00300-10
Waste Pro Notification and Acknowledgement	00300-11 to 00300-11
Bidder's General Information	00300-12 to 00300-12
Anti-Kickback Affidavit	00300-13 to 00300-13
Public Entity Crimes	00300-14 to 00300-16
Trench Safety Act Compliance Statement	00300-17 to 00300-18
Non-Collusive Affidavit	00300-19 to 00300-20
Drug Free Workplace	00300-21 to 00300-22
Non-Discrimination Affidavit	00300-23 to 00300-23
Business/Vendor Profile Survey	00300-24 to 00300-24
Agreement Certificate(s)	00300-25 to 00300-27
Certificate as to Corporate Principal	00300-28 to 00300-28
Bid Bond	00300-29 to 00300-30
Performance Bond (if applicable)	00300-31 to 00300-33
Payment Bond	00300-34 to 00300-35
Affidavit Regarding the Use of Coercion	00300-36 to 00300-36
Reference Questionnaire	00300-37 to 00300-37
Release Waiver Form	00300-38 to 00300-39
Additional Forms for Info Purposes	00300-40 to 00300-40
Application for Payment	00300-41 to 00300-41
Certificate of Contractor for Payment	00300-42 to 00300-42
Affidavit for Payment	00300-43 to 00300-43
Change Order Form	00300-44 to 00300-45
Certificate of Substantial Completion	00300-46 to 00300-48
Final Release of Lien and Warranty of Title	00300-49 to 00300-51
Toxic and Nontoxic Substances	00300-52 to 00300-52
Insurance	00300-53 to 00300-54
Sample Agreement	00300-55 to 00300-78
<u>CONTRACT GENERAL CONDITIONS</u>	
General Conditions	00300-79 to 00300-102
Vendor Performance Evaluation	00300-103 to 00300-104
Prevailing Wage Table	00300-105 to 00300-112
W-9	00300-113 to 00300-113

END - TABLE OF CONTENTS

SECTION 00100 – PUBLIC NOTICE INVITING BIDS

CITY OF MIRAMAR

LIFTSTATION 76 / GENERATOR PROJECT NO. 4709-008-R
CONTRACT NO. H1174 / INVITATION FOR BIDS NO. 25-039

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

I. NON-MANDATORY WEBEX PRE-BID MEETING: The City will hold a non-mandatory pre-bid meeting via Webex at 10:00 a.m. on August 28, 2025. Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m073fbf372169846c5c2f8fda0d9813b4>

Meeting number: 2317 365 2169

Password: vfSuDRvp266

Host key: 681657

Join by video system: Dial 23173652169@miramarfl.webex.com

You can also dial: 173.243.2.68 and enter your meeting number

Join by phone: +1-415-655-0001 US Toll

Access code: 2317 365 2169

Host PIN: 5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

II. PROJECT QUESTIONS: All questions must be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025, by email to: bamartin@miramarfl.gov, no later than **September 4, 2025**. **Absolutely no questions will be answered if submitted after the question submittal deadline.**

III. BIDS DUE ON DEMANDSTAR.COM on SEPTEMBER 18, 2025, at 2:00 P.M.

IV. WEBEX OPENING OF BIDS RECEIVED VIA DEMANDSTAR.COM: Timely Bids received on Demandstar.com will be opened and read via webex call at **2:00 P.M. on September 18, 2025.**

Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=me531951843754b150b06a5821054e0a1>

Meeting number:	2315 046 3622
Password:	S6NxJV6mqD2
Host key:	772261
Join by video system:	Dial 23150463622@miramarfl.webex.com
You can also dial:	173.243.2.68 and enter your meeting number
Join by phone:	+1-415-655-0001 US Toll
Access code:	2315 046 3622
Host PIN:	5487

At the start of the meeting, please send an email indicating you are on the call to: bamartin@miramarfl.gov. Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.

PROJECT SCOPE: The scope of work includes but is not limited to all labor, material, tools, equipment, and incidentals, as necessary for the installation of a NEW STANDBY DIESEL GENERATOR & Auto Transfer Switch for lift station 76. The work includes but not limited to: prepare drawings for permitting, permit through building department, pour new concrete slabs, set & secure new ATS NEMA 3R, trench from generator pad to new ATS, re-route electric from existing main ATS-loads, set & secure new generator with base tank on new pad, extend fence as needed at each site, pull cable from GEN-ATS & ATS-Existing pump controllers, terminate cable, install new emergency stop, start-up & test, and demobilize.

PROJECT LOCATION: The Project is located on 16855 SW 49th Street Miramar, FL. 33027.

COMPLETION OF WORK: The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

SOLICITATION DOCUMENTS: The Contract Documents are entitled: LIFTSTATION 76 GENERATOR PROJECT NO. 4709-008-R, CONTRACT NO. H1174 / IFB NO. 25-039. Copies of this Solicitation package may be obtained at no charge from DemndStar.com.

BID SECURITY: When applicable, bids 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	August 19, 2025
Pre-Bid meeting	August 28, 2025, at 10:00 A.M.
Deadline for written questions	September 4, 2025
Due Date and Time Bids due in Demandstar.com	September 18, 2025, at 2:00 P.M.
Due Date, Time of Opening of Bids via webex call <u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u>	September 18, 2025, at 2:00 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 informalities or irregularities in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder, as deemed in the best interest of the City.

END - PUBLIC NOTICE INVITING BIDS

SECTION 00100 – INSTRUCTIONS TO BIDDERS

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, ON/OR BEFORE:

BIDS DUE: SEPTEMBER 18, 2025, AT 2:00 P.M.

**INSTRUCTIONS FOR SUBMITTING A BID
IN RESPONSE TO A FORMAL
INVITATION FOR BIDS**

BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM

All Bids must be submitted via Demandstar.com, on replica 8 ½" by 11" paper, neatly typed with normal margins and spacing.

1. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.
2. All Bids must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.
3. Bidders must include the following information clearly marked on the Bids cover page:
 - a) Bidder's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY COMPUTER MALFUNCTIONS AND / OR ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL 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.

SCOPE OF SERVICES

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection and backup power to Lift Station 76 in Miramar, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4709-008-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The work shall be completed in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

A. The Hazard Mitigation Grant Program (HMGP) project shall provide protection by the purchase and installation of a 40-kW permanent diesel generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support Lift Station 76. The project also includes the installation of an elevated concrete pad and an automatic transfer switch (ATS). Lift stations are a critical system to maintaining the health and sanitation of the city. When power outages occur, the lift station shall stop operating, which would result in a high likelihood of a significant sanitary sewer overflow (SSO); as well as backing the system into Everglades High School, which operates as an emergency shelter during a storm event. By having installed backup power, the city's wastewater collections division shall be able to respond quickly and efficiently to outages that endanger the public health and environment.

B. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS, DELIVERABLES AND ENVIRONMENTAL:

A) Tasks:

i. The Contractor shall be a qualified and licensed Florida contractor who will complete the scope of work as approved by the Division and FEMA, and shall be responsible *for* furnishing all labor, materials, equipment, tools, transportation and supervision for performing all work *per* sealed engineering designs and construction plans presented to the City for subsequent approval by the Division and FEMA.

- ii. The contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.
- iii. The Contractor shall ensure that no subcontractors are debarred or suspended from participating in federally funded projects.
- iv. The selected contractor shall have a current and valid occupational license/business tax receipt, required permits and approvals issued for the type of services being performed. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- v. Upon completion of the work, the Contractor shall participate in a final inspection of the completed project by the City's building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Contractor prior to Contractor's submittal of the final inspection request to the Division.

B) Deliverables:

- i. Contractor shall conduct mitigation activities consisting of providing protection to the Lift Station by installing a permanent generator and providing backup power to this critical facility. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- ii. The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), complying with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

C) Environmental:

- i. If any ground disturbance activities occur during construction, the contractor shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the City representative.
- ii. The generator, automatic transfer switch (ATS), and electrical components are supporting a critical action and must be protected for the 500-year (0.2% annual chance) flood elevation.
- iii. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
<u>Closeout Compliance:</u>	<u>3</u>	<u>Months</u>
<i>Total Period of Performance:</i>	<i>36</i>	<i>Months</i>

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 terms "Actual lowest Bidder" or "Successful Bidder" or "Responsive, Responsible Bidder" or "Provider" shall mean the Bidder receiving an award after completion of the due diligence review of all bids received by the Procurement Department, pursuant to this Invitation for Bids.

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

The term "Amendment" shall mean a document signed by the Contractor and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Apparent lowest Bidder" shall mean the bidder who has the lowest bid announced at the date and time of the bid opening.

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 Firm" or "SBE Firm," (when applicable), shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that 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 other 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 into 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 any and 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 "Good Faith Efforts" when applicable, mean efforts to achieve the CBE/SBE Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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 "Minority Business Enterprise" (MBE) when applicable, means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Minority-Owned status. MBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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 into 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 terms "Procurement Office" or "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 "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

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 "Woman Business Enterprise" (WBE) means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Woman-Owned status. WBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.

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.

2.02 AVAILABILITY OF INVITATION FOR BIDS

a. Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service.

b. Bidders are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Bidder. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments if their names are not included on the list of firms participating in the Solicitation process.

c. To request the Solicitation package from the City's Procurement Department, your request should include the following

information: the Solicitation number and title, the name of the potential Bidder's contact person, the potential Bidder's name, complete mailing address, telephone number, and fax number.

2.03 CONE OF SILENCE

a. 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.

b. 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: Brenda Martin
Email: bamartin@miramarfl.gov

2.04 CONTENTS OF BID

a) Solicitation Requirements.

- 1) 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 any and 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.

2.05 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.

8) In accordance with 2 C.F.R. 200.318 (d), the City's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

9) In accordance with 2 C.F.R. 200.318 (f), The City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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/SBE/MWBE/local Firms.

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

i. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services, Office of Supplier Diversity, Florida Department of Transportation (construction

services, particularly highway), Minority Business Development Center in most major cities, and Local government M/WBE programs in many large counties and cities.

Local Preference:

Not Applicable.

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

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."**

Compliance with the Copeland "Anti-Kickback" Act.

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

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 in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflict of Interest by the City / Standard of Conduct.

- i. In accordance with 2 C.F.R. 200.318 (b), the City must maintain oversight of this project to ensure the Successful Bidder performs in accordance with the terms, conditions, and specifications of the resulting contract or purchase orders.
- ii. In accordance with 2 C.F.R. 200.318 (c) (1), The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm/Bidder considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders or parties to subcontracts. However, the City may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

i) 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.**”

j) 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.

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.”

- o) Debarment and Suspension.

In accordance with 2 C.F.R. 200.213, this project is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2.06 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.

2.07 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.

2.08 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and 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.

2.09 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.

2.10 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 into 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 into the Contract, the check or Bid Bond, as the case may be, 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

In compliance with Chapter 119, Florida Statutes, cost estimates for projects are to remain confidential and exempt from public information, until a contract is

executed or the project is no longer under consideration. 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 is capable of performing 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 FEMA and 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, with FEMA's approval, 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 considered to be, at all times, 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.

i) 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.

c) In accordance with 2 C.F.R. 200.318 (k) The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for the City's unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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 CONTRACTOR MINIMUM QUALIFICATIONS

The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:

1. At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be a fully qualified, current and licensed State of Florida General Contractor, bonded and specializing in relevant Liftstation generator experience, as the Prime.

2. The Successful Bidder shall submit three (3) projects comparable in size and complexity that has been completed within the last five (5) years that will qualify the Bidder to perform the Services requested in this Solicitation, including references' current mailing addresses, telephone numbers, email addresses. **Failure to provide three (3) verifiable references using the Questionnaire Form provided within the Solicitation will deem the Bid "Non-Responsive."**

2.18 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"

2.19 REFERENCE QUESTIONNAIRE

Three (3) copies of the questionnaire must be completed by three different clients or firms giving reference on behalf of the Bidder and submitted within the Bidder's bid, by the bid due date.

2.20 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.

2.21 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.

2.22 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may visit the following website: www.mss.miramarfl.gov/vss.

2.23 RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

On relevant site visits, Vendors will be required to complete this form and submit it to: bamartin@miramarfl.gov or the project manager, **BEFORE**, they are allowed to attend the site visit.

2.24 All Proposers shall affirm that as a nongovernmental entity, they shall not use coercion for

labor or services as defined in Florida Statute §787.06(13). All Proposers shall submit a signed and notarized statement with their Proposals using the form entitled: "**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES.**"

2.25 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

2.26 COOPERATIVE PURCHASING AGREEMENT

This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

2.27 DAVIS BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Under this Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

2.28 RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

END OF SECTION

SECTION 300 – BID FORMS

(REQUIRED FORMS)

BID COVER SHEET - IFB NO. 25-039

LIFTSTATION 76 / GENERATOR PROJECT NO. 4709-008-R / CONTRACT NO. H1174

BIDDER'S NAME (Name of Firm, Entity or Organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:

Name:

Title:

EMAIL ADDRESS: _____

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:

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 the Solicitation)

Signed by: _____ Date: _____

Print name: _____ Title: _____

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

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, LIFTSTATION 76 / GENERATOR PROJECT NO. 4709-008-R / CONTRACT NO. H1174 / IFB-No. 25-039 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR LIFTSTATION GENERATOR PROJECT."**

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

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

4. Bidder has examined copies of all the Solicitation Documents, including acknowledging all addenda.

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

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

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

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

DATED: _____

BIDDER: _____

BY: _____
(Signature)

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

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

END OF DOCUMENT

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

BID FORM SUMMARY
LIFTSTATION 76 / GENERATOR PROJECT NO. 4709-008-R
CONTRACT NO. H1174 / IFB-No. 25-039

ITEM	DESCRIPTION	SELL
	Pre-Work	
A	Prepare Drawings for Permitting	
B	Permit Through Building Department	
	Job Content	
E	Pour New Concrete Pad	
F	Set & Secure New ATS NEMA 3R	
G	Trench fr: GEN Pad to New ATS	
H	Lay Conduit fr: GEN Pad to New ATS	
I	Re-route Electric fr: Main to ATS to Loads	
J	Set & Secure New GEN W/Base tank on New Pd	
K	Extend Fence, as needed, at Each Site	
L	Pull Cable fr: GEN-ATS & ATS - Existing Controllers	
M	Terminate Cable	
N	Install New Emergency Stoop	
O	Start-up & Test	
P	Demobilize	
Q		
R	Total	\$

BID FORM SUMMARY

TOTAL BASE BID AMOUNT:

(Write Amount in Figures)

TOTAL BASE BID AMOUNT:

(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

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

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

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

Project/Development Name: CITY OF MIRAMAR – LIFTSTATION 76 / GENERATOR
PROJECT NO. 4709-008-R / CONTRACT NO. H1174 / IFB-No. 25-039

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date: _____

END OF DOCUMENT

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

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

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

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

_____	A. _____
	B. _____
_____	A. _____
	B. _____
_____	A. _____
	B. _____

END OF DOCUMENT

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name: **CITY OF MIRAMAR, LIFTSTATION 76 / GENERATOR
PROJECT NO. 4709-008-R / CONTRACT NO. H1174
IFB-No. 25-039**

Contractor Company Name: _____

Contractor Acknowledgement _____
Print Name/Title

Signature

Date:_____

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

- (1) CONTRACTOR'S name and address:

- (2) CONTRACTOR'S telephone number: _____

- (3) CONTRACTOR'S license: Primary classification: _____

State License No. and Expiration Date: _____

Supplemental classification held, if any: _____

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

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

Name: _____ Date of Inspection: _____

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

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

END OF DOCUMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

DATED: _____ 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

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 into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

DATED: _____ 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

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "LIFTSTATION GENERATOR PROJECT"

Project Number: LIFTSTATION 76 / PROJECT NO. 4709-008-R / CONTRACT NO. H1174
IFB-No. 25-039

Project Location: The Project is located at 16855 SW 49th Street Miramar, FL. 33027.

Instructions:

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

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

CERTIFICATION

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

_____ Dollars \$ _____
(Written) (Figures)

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

Certified: _____
(Company Contractor)

By: _____
(President/ Principal's Signature)

(President/ Principal's Type or Print Name)

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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

_____ being first duly sworn, deposes and says
that:

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

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

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Witness

(Print Name)

(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

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

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

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

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

Bidder's Signature

Date

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

NON-DISCRIMINATION AFFIDAVIT

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

DATED: _____ 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

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

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

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

END OF DOCUMENT

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the _____, hereinafter "the Corporation", existing under the laws of the State of _____, held on _____, 20____, the following resolution was passed and adopted: "BE IT RESOLVED THAT _____(name), as _____(title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this ____ day of _____, 20____.

Secretary

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Partner

END OF DOCUMENT

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

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

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

Managing Partner

END OF DOCUMENT

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Name of Corporation)

STATE OF _____)
COUNTY OF _____) ss:

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 -

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we,
_____, as principal, and
_____, as Surety, are held and firmly bound
unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the
penal sum of _____ Dollars
(\$ _____), lawful money of the United States, for the payment of which
sum well and truly to be made for "CITY OF MIRAMAR- LIFSTATION GENERATOR
PROJECT / LIFTSTATION 76 GENERATOR PROJECT NO. 4709-008-R CONTRACT
NO. H1174 / IFB-No. 25-039" we bind ourselves, our heirs, executors, administrators and
successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20____.

For:

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ 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)*

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Liftstation 76 Generator Project No. 4709-008-R Contract No. H1174 / IFB-No. 25-039, awarded the ___ day of _____, 20___, with City for the "Liftstation Generator Project" in accordance with Drawings (plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within _____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this

paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

[REMAINDER INTENTIONALLY LEFT BLANK]

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESSES:

_____	_____ (Name of Corporation)
Secretary	By: _____ (Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY

By: Agent and Attorney-In-Fact
Address: _____
(Street)

(City/State/Zip Code)

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**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City Liftstation 76 Generator Project No. 4709-008-R Contract No. H1174 / IFB-No. 25-039, awarded the ____ day of _____, 20____, for the "Liftstation Generator Project," in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly make payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for all labor, materials, suppliers, subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract

Documents and compliance or noncompliance with any formalities connected with the Contract or that the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20____.

WITNESS:

(Name of Corporation)

(CORPORATE SEAL)

Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

Secretary

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No: (_____) _____

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

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized
Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____

(Authorized Signature)

Print Name
And Title: _____

Date : _____

REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: _____
 Agency Giving Reference: _____
 Person Giving Reference: _____
 Telephone: _____
 E-Mail: _____
 Name of Project Completed by Contractor: _____
 What was the Dollar value of the Project: _____
 What was the Completion Date of the Project: _____
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?					
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?					
How would you rate the quality and experience of the firm's project manager and on-site personnel?					
Was this awarded under a competitive process?					
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) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
WILL DEEM YOUR BID "NON-RESPONSIVE"**

CITY OF MIRAMAR

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

(IF APPLICABLE)

In consideration of being permitted to enter, visit or tour the Liftstation Generator Project ("Project Title") with the property address of: 16855 SW 49th Street Miramar, FL. 33027, for inspection in relation to Liftstation 76 Generator Project No. 4709-008-R / Contract No. H1174 / IFB-No. 25-039, by signing below the UNDERSIGNED HEREBY:

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

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

By: _____
Releasor's signature

Print Name: _____

Company Name: _____

Title: _____

Date: _____

**(ADDITIONAL FORMS FOR INFORMATIONAL
PURPOSES AND LATER USE)**

APPLICATION FOR PAYMENT NO.: _____

PERIOD FROM: _____ **TO:** _____

Project No.: _____

Project Name: _____

Contractor Name: _____

1. ORIGINAL CONTRACT SUM: \$_____
2. Net change by Change Order(s): \$_____
3. CONTRACT SUM TO DATE (Line 1 + Line 2): \$_____
4. TOTAL COMPLETED AND STORED TO DATE: \$_____
5. RETAINAGE:
 - a. _____% of Completed Work \$_____
 - b. _____% of Stored material \$_____
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 less Line 5 Total) \$_____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$_____
8. CURRENT PAYMENT DUE \$_____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$_____

NOTES: THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING:

- ☐ THE CERTIFICATION OF CONTRACTOR FOR PAYMENT FORM.
- ☐ THE AFFIDAVIT FOR PAYMENT FORM.
- ☐ UPDATED SCHEDULE OF VALUES INDICATING THE AMOUNTS OF WORK UNITS COMPLETED.
- ☐ COPY OF RELEASE OF LIENS OR PARTIAL RELEASE OF LIENS FOR THE WORK COMPLETED UP TO AND INCLUDED IN THIS PAY REQUEST.
- ☐ COPY OF RED LINE AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THIS PAY REQUEST.
- ☐ COPY OF (PARTIAL) AS-BUILT DRAWING(S) FOR THE WORK COMPLETED IN THE PREVIOUS PAY REQUEST
- ☐ ALL LABORATORY TEST RESULTS FOR THE WORK INCLUDED IN THIS PAY REQUEST.
- ☐ LIST OF SUB-CONTRACTOR(S), WITH NAMES, ADDRESSES AND TELEPHONE NUMBERS, UTILITIZED BY THE CONTRACTOR ON THE PROJECT, WITH THE AMOUNT OF MONIES OWED EACH SUB-CONTRACTOR.
- ☐ CURRENT UPDATED PROJECT SCHEDULE.
- ☐ CONSTRUCTION PHOTOGRAPHS, AS REQUIRED.
- ☐ MATERIALS LABORATORY FIELD TESTING RESULTS FOR WORK INCLUDED IN THIS PAY REQUEST, PER **SECTION 01 45 23** (DENSITY TESTS, CONCRETE, ETC.).

END OF DOCUMENT

CERTIFICATION OF CONTRACTOR FOR PAYMENT- PARTIAL RELEASE LIEN

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application of Payment No. _____ are correct, that all Work has been performed and/or Materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20____, between the **City of Miramar** (hereinafter the "**CITY**") and _____ (hereinafter the "**Contractor**").

I further certify that all just and lawful bills against Contractor and all Subcontractors, vendors, Material men and Suppliers of labor, Material and equipment employed by the Contractor in the performance of this Contract have been paid in full accordance with their terms and conditions, and hereby deliver to the Contractor the attached duly executed Partial Release of Liens. Furthermore, that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that there are **NO** vendors, mechanics or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

DATE: _____

CONTRACTOR: _____

STATE OF _____)
COUNTY OF _____) ss:

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: _____

(The Contractor shall execute this certificate and attach it to each Application for Payment)

END OF DOCUMENT

AFFIDAVIT FOR PAYMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged and that all bills, wages, fees, claims and other charges incurred by:

_____ in connection with the construction of _____

_____ have been paid in full.

Signed _____

By _____

WITNESSES:

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: _____

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

CHANGE ORDER NO.: _____

Resolution No. _____

Contract No.: _____

Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

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

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	_____	_____	_____
Total Previous Change Orders: Qty. _____	_____	_____	_____
Adjusted Contract Amount:	_____	_____	_____
Change Order No.: _____ (This Change Order)	_____	_____	_____
Total Change Orders to Date:	_____	_____	_____
Revised Contract Amount:	_____	_____	_____

Notes: _____

Attachments: (List)

Total Change In Amount: Increase: \$_____ Decrease: \$_____ No Change: ☐

Total Change in Contract Period: Add: _____ Deduct: _____ No Change: ☐
Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

	Title	Date
Recommended By:		
	Marcelin Denis	Date
	Senior Utility Administrator of Utilities	
Recommended By:		
	Francois A. Domond	
	Director of Utilities	Date
Accepted By:		
	Contractor Name	
	Title	Date
Approved By:		
	Alicia Ayum	
	Director of Procurement Department	Date
Approved By:		
	Kelvin Baker	
	Deputy City Manager	Date
Approved By:		
	Dr. Roy L. Virgin	
	City Manager	Date

END OF DOCUMENT

City's Project No.: _____ Engineer's Project No.: _____

“LIFTSTATION GENERATOR PROJECT”

CONTRACTOR _____

Contract Date

To: ***The City of Miramar***

City

And To: _____

Contractor

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all- inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within 30 Work Days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between City and Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

CITY: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

1. _____
2. _____
3. _____
4. _____

Partial Punch List had previously been submitted. Substantial Completion Punch List to be provided by _____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

Engineer of Record Name

Signature _____

By _____

Executed by the City on _____, 20____.

By: _____

The Contractor accepts this Certificate of Substantial Completion on:

_____, 20____.

Contractor Name

Signature _____

By _____

END OF DOCUMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of

(\$ _____) paid to _____
by _____, receipt of which is hereby
acknowledged, do(es) hereby release and quit-claim to the City of Miramar, Florida, its
successors or assigns, all liens, lien rights claims or demands of any kind whatsoever
which now has (have) or might have against the property, and/or improvements, on
account of labor performed, Material furnished, and/or for any incidental expense for:

or in otherwise in approving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereto set

_____ hand and seal this ____ day of _____, 20____.

Witness:

(Seal)

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

WARRANTY OF TITLE
(For Periodic Progress
Payments)

STATE OF _____)
COUNTY OF _____) ss:

City of Miramar

"LIFTSTATION GENERATOR PROJECT"

Liftstation 76 / Generator Project No. 4709-008-R
Contract No. H1174 / IFB-No. 25-039

BEFORE ME, the undersigned authority personally appeared _____ (the "Affiant"), who after being duly sworn, says that he is the "Contractor" pursuant to a Contract (the "Contract") dated _____, 20___ with the City of Miramar, Florida (the "City") for the supply of certain labor and/or Materials (the "Work") to certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders (if any), and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completed, in accordance with the Plans and Specifications, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

- a. All Subcontractors, vendors, Material men, Suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and/or Materials to the Contractor pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of Liens/Claims with respect thereto with copy of said Partial Release of Lien/Claims attached.

b. Title to all Materials and equipment covered by the attached Periodic Pay Request No. _____ for Payment dated _____, 20____, passes to the City at the time of payment free and clear of all liens.

Signed,

(Name of Contractor)

(Signature)

(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:

(The Contractor shall execute this Affidavit and attach it to each Application for Payment)

END OF DOCUMENT

TOXIC AND NONTOXIC SUBSTANCES

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 department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Department
Attention: **Fire Prevention**
2200 Civic Center Place
Miramar, FL 33025

The Successful Bidder 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.

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

END OF DOCUMENT

INSURANCE REQUIREMENTS

Bidder shall agree that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. The Bidder's liability insurance policies shall name the City as the certificate holder on all certificates. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and hold the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence, property damage \$1,000,000 each occurrence or combined single limit of \$1,000,000 each occurrence; personal and advertising injury \$1,000,000; Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence; products and completed operations policy aggregate \$1,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident (if applicable).
3. Employer's Liability/Worker's Compensation: \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 aggregate for injury by disease.

Required Insurance Endorsements

The City requires the following three insurance endorsements:

1. AUTOMOBILE – The City must be included as an additional insured by

policy endorsement under Automobile Liability policy (if applicable).

2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy with respect to liability arising from Work or operations performed by or on behalf of the Bidder.

3. WAIVERS OF SUBROGATION - Bidder shall agree to waive all rights of subrogation against the City by policy endorsement under Commercial General Liability policy for loss, damage, claims, suits or demands, whosoever caused:

a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder shall further agree to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

The Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of complete copies of the actual insurance policies with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve insurance policies prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or 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.

END OF DOCUMENT

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 [REDACTED] IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor") a Florida Corporation/Limited Liability Company/Foreign Profit Corporation authorized to conduct business in the state of Florida whose principal address is _____.

WITNESSETH:

WHEREAS, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Liftstation 76 / Generator Project No. 4709-008-R Contract No. H1174 / IFB-No. 25-039 (the "IFB"), entitled: "**LIFTSTATION GENERATOR PROJECT**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the City; and

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

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

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

ARTICLE 1 **DEFINITIONS**

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

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

ARTICLE 2 **WORK**

2.1 The Work

Includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary to complete the work as detailed in Section 0100, Scope of Services of the IFB, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A."**

2.2 Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 180 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 210 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

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

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof

and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

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

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall

indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

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

for the indemnification given by the Contractor to the City.

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

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

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

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

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision.

In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11

DEFAULT

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

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the City prior to commencement of work;
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

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

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

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

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

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

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

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;

- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

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

ARTICLE 14 **ASSIGNMENT**

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

ARTICLE 15 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

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

ARTICLE 16 **AUDIT AND INSPECTION RIGHTS**

16.1 Audit and Inspection Rights

- A. 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.
- B. 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.

- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16.2 Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 17 NON-SOLICITATION

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

ARTICLE 18 PUBLIC RECORDS

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

- A. 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.

- B. 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.
- C. 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.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. 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.
- F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **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, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

19.4 Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19.5 The Contractor is bound by: (i) the terms of this Agreement, (ii) applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law.

19.6 The State of Florida, nor the City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

19.7 The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.

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

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

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

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

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

ARTICLE 22
INDEPENDENT CONTRACTOR

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

ARTICLE 23
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
COSTS AND ATTORNEY FEES

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

ARTICLE 25
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 26
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 27
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 28
NOTICES

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

TO CONTRACTOR:

ATTN: _____

Telephone: _____
Fax: _____
Email: _____

TO CITY OF MIRAMAR:

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

WITH A COPY TO:

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

ARTICLE 29
CITY'S OWN FORCES

29.1 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.

29.2 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 30

LIMITATION OF LIABILITY

30.1 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.

30.2 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.

30.3 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 31

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 32

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 33

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 34

SEVERABILITY

34.1 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.

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

ARTICLE 35

SCRUTINIZED COMPANIES

35.1 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.

35.2 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.

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

35.4 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 36

CONFLICT-OF-INTEREST

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

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

ARTICLE 37

NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

37.1 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.

37.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 38
SUSPENSION AND DEBARMENT

38.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

38.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

38.3 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 39
BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 40

PROCUREMENT OF RECOVERED MATERIALS

40.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

40.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE 41

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

41.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

41.2 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

41.4 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

41.5 The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

41.6 The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 42
DRS SEAL, LOGO AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

ARTICLE 43
FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE 44
NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 45
VENUE AND JURISDICTION

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

ARTICLE 46
SURVIVAL OF PROVISIONS

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

ARTICLE 47
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 48
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

CONTRACTOR:

By: _____

This ____ day of _____, 2025.

Date: _____

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.

GENERAL CONDITIONS

ARTICLE 1-- DEFINITIONS

Wherever used in these General Conditions, the terms used have the meanings indicated in the IFB and Section 00200.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES

If applicable, when the Contractor delivers the signed Contracts to the City, the Contractor shall also deliver to the City the Bonds and insurance policies and certificates and endorsements as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

The City shall furnish to the Contractor two copies of the Contract Documents. Additional quantities of the Contract Documents may be furnished at Contractor's cost.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE PROJECT

The Contractor shall begin to perform the Work within 10 Days after the commencement date stated in the Notice to Proceed, unless stated otherwise in the Notice to Proceed but no Work shall be done at the site prior to said commencement date.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, the Contractor shall study and compare the Contract Documents and Specifications and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby. Contractor waives any subsequent claim of conflict, error, discrepancy, error or omission. The Contractor shall submit to the Engineer for review those documents called for in the General Requirements as, "Submittals".

2.6 PRE-CONSTRUCTION CONFERENCE

A non-mandatory pre-construction conference attended by the Contractor, Engineer and others as appropriate will be held to discuss the requirements of the Work.

2.7 FINALIZING SCHEDULES

Before the first pre-construction conference, the Contractor shall submit for the Architect's/Engineer's review, and to others as appropriate, the following documents (to the extent applicable): Hurricane Preparedness Plan, Construction Schedule, Schedule of Values, MOT Plan, Staging Plan, and Mobilization Plan, all submitted in accordance with the General Requirements.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT; AMENDMENT; REUSE

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. **The Contract Documents are complementary; what is called for by one is as binding as if called for by all.** The Contract Documents will be construed in accordance with the Laws of the State of Florida.
- B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, Materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard Specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Architect/Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the Architect's/Engineer.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

Change Orders (if any);
Contract;
Addenda;
Contractor's Bid;
Solicitation, General Provisions;
General Conditions;
Technical Specifications;
Referenced Standard Specifications; and
Drawings.
- B. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions;
 - 2. Detail Drawings govern over general Drawings;
 - 3. Addenda/Change Order Drawings govern over Contract Drawings; and
 - 4. Contract Drawings govern over standard Drawings.

- C. Items of Material, equipment, machinery and specific tools to be used may be specified on the Drawings or the Specifications. In the event of any conflict, the matters reflected in the Drawings shall prevail. Contractor shall make inquiry of the Architect/Engineer in the event of any doubt on these matters, rather than making an uninformed decision.

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order in accordance with the procedure set forth at Article 10 below.

3.4 REUSE OF DOCUMENTS

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a Contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents used in the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the City.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and equipment, provided that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement is furnished to the Architect/Engineer prior to said use. Neither the City nor the Architect/Engineer shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

4.2 DIFFERING SITE CONDITIONS

- A. The Contractor shall notify the Architect/Engineer in writing of any unforeseen conditions, including but not limited to the following conditions which are collectively called differing site conditions, promptly upon discovery (but in no event later than 14 Days) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and
 - 2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- B. The Architect/Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the City in writing of the Architect's/Engineer's findings and conclusions.

- C. If the City concludes that, because of newly discovered conditions, a change in the Contract Documents is required, a Change Order (when applicable) will be issued as provided herein to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided herein.
- E. The Contractor's failure to give notice of differing site conditions as provided herein in the claims procedure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Architect/Engineer by the owners of such Underground Utilities or by others. The City and the Architect/Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, and perform soft digs as required for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price. The Contractor must be equipped with all necessary tools and parts in order to repair damaged Underground Utilities in a timely manner.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which the Contractor could not reasonably have been expected to be aware of, the Contractor shall notify the owner of the location of such utility and modify the Work as necessary and as directed by the Architect/Engineer.

4.4 REFERENCE POINTS

- A. The Contractor shall furnish all lines, grades and bench marks required for proper execution of the Work.
- B. The Contractor shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.5 ASBESTOS, HAZARDOUS WASTE, OR TOXIC OR RADIOACTIVE MATERIALS

- A. If the Contractor observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site, the Contractor shall immediately notify the City and the Architect/Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Architect/Engineer concerning such condition and determine the necessity of retaining special Contractors or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the City or the Architect/Engineer.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS

- A. The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100 percent of the Contract Price in a form satisfactory to the City as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect for one year after Final Completion unless otherwise provided by Law or Regulation or by the Contract Documents.
- B. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven Days thereafter substitute another Bond and Surety acceptable to the City.

5.2 INSURANCE

- A. The Contractor shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific amounts and coverage set out herein and written for not less than the limits of liability and coverage provided herein or required by Law, whichever are greater. 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.
- B. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 Days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until the date of Final Completion. In addition, the insurance required herein shall name the City, the Architect/Engineer, and their officers, directors, agents, and employees as "additional insured" under the policies, and all required endorsements shall be provided to the City.
 - 1. Workers' Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state workers' compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation Law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 - 2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or Subcontractors. The policy shall also include protection against

claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Work may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability: The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.
5. Builders' Liability: The Contractor shall maintain Builders Risk/Course of Construction Insurance for all Projects (vertical and non-vertical).

A. Workers' Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the Work called for in the Contract Documents involves Work in or on any navigable waters, the Contractor shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under federal or state Laws pertaining to workers in or on navigable waters.

3. Employer's Liability: \$1,000,000.00

B. Comprehensive General Liability: (under Paragraph 5.2 B.2 of the General Conditions):

1. Combined Single Limit \$1,000,000
Each Occurrence
- a. Products / Completed
Operation \$1,000,000
Each Occurrence
- b. Personal Injury \$1,000,000
Each Occurrence

If policies are written on a claims-made basis, certificate should so specify and policies continue in force for one year after completion of the Project.

Policies will include premises/operations, products, completed operations, independent contractors, City's and Contractor's protective, Explosion, Collapse, Underground Hazard, Broad form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

C. Comprehensive Automobile Liability: (under Paragraph 5.2 B.3 of the General Conditions) including Owned, Hired, and Non-owned Vehicles:

1.	Bodily Injury:	\$1,000,000.00	Ea. Occur.
	Person	\$1,000,000.00	Ea. Occur.
2.	Property Damage:	\$1,000,000.00	Ea. Occurr.
	or combined single	\$1,000,000.00	Ea. Occurr.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the Work at all times accurately complies with the Contract Documents.
- B. The Contractor shall designate in writing and keep on the Work site at all times during its progress a technically qualified superintendent who shall not be replaced without written notice to the City and the Architect/Engineer. The City reserves the right to reject the replacement superintendent for any reason and the Contractor will provide an alternative replacement superintendent. The superintendent will be the Contractor representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the City through the Architect/Engineer.
- C. The Contractor's supervisor or superintendent shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as such supervisor or superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except for such Work as is necessary

for the proper care and protection of Work already performed, or except in case of emergency. The Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday, or holidays without the City's written consent given after prior written notice to the Architect/Engineer. Holidays for the City are as follows:

1. New Year's Eve Day – ½ Day (afternoon)	7. Labor Day
2. New Year's Day	8. Veterans Day
3. Martin Luther King's Birthday	9. Thanksgiving Day
4. President's Day	10. Day after Thanksgiving Day
5. Memorial Day	11. Christmas Eve Day – ½ Day
6. Independence Day	12. Christmas Day

When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed.

There will be no inspection Services provided by the Engineering Services Department or the Building Division on Fridays or on any of the established holidays. The Contractor's Schedule shall be tailored to account for occasions when inspection Services will not be available.

- B. In case the Contractor falls behind schedule or where the nature of the Work requires special attention, the Contractor may be permitted to work additional shifts or to work beyond normal working hours, provided the Contractor has requested an approval for change of its Work schedule, in writing, from the City. In any event, the cost for working additional shifts or beyond normal working hours, unless such Work is required by a Change Order (when applicable) or in emergency, shall be borne solely by the Contractor without any additional cost to the City, including the cost of the engineering Services. If authorized, the Contractor shall provide written notice to residents that may be impacted by the Work.
- C. No workers other than skilled foremen and workmen shall be employed to perform Work requiring special qualifications. Except as otherwise required by Law, convicted felons who have not completed their sentences or other workers from county, state or federal prisons who are on work release programs shall not be employed for Work on this Project.
- D. Contractor shall receive no additional compensation for overtime Work, even though such overtime Work may be required under emergency conditions and may be ordered by the Architect/Engineer. A Change Order is required for any changes in Contract Price, including for payment of overtime Work.
- E. All costs of inspection and testing performed during overtime Work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any payments otherwise due to the Contractor.
- F. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment and machinery, instrumentation, electronics, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- G. All Materials and equipment to be incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All Suppliers'

warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and equipment used in the Work. All Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents, but no provisions of any such instructions will be effective to assign to the Architect/Engineer, or any of the Architect's/Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the specific provisions Article 9 hereof.

- H. All construction equipment necessary and required for the proper construction of this Project shall be on the construction site, in first-class working condition, and shall have been approved by the Architect/Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

6.3 ADJUSTING PROGRESS SCHEDULE

The Contractor shall submit any adjustments in the progress schedule to the Architect/Engineer for acceptance in accordance with the provisions for "Submittals" in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS

The Contractor shall submit proposed substitutes or "or-equal to" items in accordance with the provisions for "Submittals" in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

The Contractor shall be responsible to the City and the Architect/Engineer for the acts and omissions of its Subcontractors and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this paragraph shall create any contractual relationship between any Subcontractor and the City or the Architect/Engineer nor relieve the Contractor of any liability or obligation under the Contract. The Contractor shall perform not less than 20 percent of the Work with its own forces and not with subcontracting. This requirement is measured by the proportionate value to the Contract Price. The City shall approve all Subcontractors and principal providers of Materials and equipment and no deviations may be made without the City's approval.

6.6 PERMITS

- A. Unless otherwise provided in the Contract Documents, the allotted permit fee allowances provided in Division 1 of the Bid Form herein shall be utilized for the purposes of obtaining all required permits and fees necessary to complete the Work, required by City and any agencies. The Contractor shall be responsible for payment of said permit fees and will be directly reimbursed by the City. Any and all remaining allowance balances shall remain with the City. If Contractor fails the regulatory inspections, Contractor shall pay for all the re-inspection fees and permit extension fees necessary for completion of the Work. Contractor shall not commence any Work without the appropriate permit. Copies of all permits shall be submitted to the Engineer prior to commencement of Work.
- B. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or

copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents. The Contractor shall indemnify, defend and hold harmless the City and the Architect/Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend City in all such claims in connection with any alleged infringement of such rights.

- C. The Contractor is responsible for obtaining and paying for all applicable permits, including but not limited to City of Miramar, Broward County permits, including, permit fees, reports, monitoring, evaluations, etc., required to obtain and close permits. The Contractor will be reimbursed by the City for the direct cost of required permits.

6.7 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local Laws, ordinances, codes, orders, and Regulations which in any manner affect those engaged or employed on the Work, the Materials used in the Work, or the performance of the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Law, ordinance, code, order, or Regulation, the Contractor shall report the same in writing to the Architect/Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the Architect/Engineer and their officers, agents, and employees against all claims or liability arising from violation of any such Law, ordinance, code, order, or Regulation, whether by Contractor or by its employees or Subcontractors. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local Laws and Regulations.

6.8 TAXES

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations applicable to the Work.

6.9 USE OF PREMISES

The Contractor shall confine construction equipment, the storage of Materials and equipment, and the operations of workers to the Project site, and the land and areas identified in and permitted by the Contract Documents. The Contractor shall assume full responsibility for any damage to any land, or to the owner or occupant thereof resulting from the performance of the Work. Should any claim be made against the City or the Architect/Engineer by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the City and the Architect/Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Architect/Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 SAFETY AND PROTECTION

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons at or near the Work;
 - 2. All Materials and equipment to be used in the Work, whether in storage or on or off the site; and
 - 3. All other property at or near the site, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures, mechanical equipment, electronics, instrumentation, and utilities not designated for removal, relocation, or replacement.
- B. The Contractor shall protect the public and property from damage, injury or loss and shall erect and maintain all necessary safeguards to provide such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.
- D. Trench excavations over five feet deep shall comply with OSHA 29 C.F.R. 196.650. A Contractor's statement that the Contractor will comply is required. Trenching costs shall be included in the appropriate unit and / or lump sum prices for the respective Work in which such trenching is required.

6.11 SHOP DRAWINGS AND SAMPLES (WHEN APPLICABLE)

- A. The Contractor shall submit Shop Drawings and samples in accordance with the terms of this Solicitation. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- B. Within 30 calendar Days after the commencement date specified in the Notice to Proceed, Contractor shall submit to Architect/Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Architect/Engineer shall in no way relieve Contractor from submitting complete Shop Drawings and providing Materials, equipment, and any other necessary information fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- C. After the approval of the list of items required in Paragraph B above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and Suppliers. Contractor shall include all Shop Drawings and other submittals in its certification.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point

out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

- F. Architect/Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Architect/Engineer for material reasons. Architect's/Engineer's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the Drawings have been approved by the Architect/Engineer. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- G. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Architect/Engineer along with its comments as to compliance, noncompliance, or features requiring special attention.
- H. If catalog sheets or prints of manufacturers' standard Drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- I. Contractor shall submit the number of copies required by Architect/Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with Architect's/Engineer's approval at the job site at all times.

6.12 CONTINUING THE WORK

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. **No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing.**

6.13 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete a daily report indicating manpower, major equipment used, Subcontractors, weather conditions, and other conditions impacting the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Architect/Engineer. A copy of the daily reports for the period covered shall be submitted to the City with each pay request.

6.14 LAYING OUT THE WORK

The Contractor shall be held responsible for establishing all lines and grades together with all reference points as required by the various trades for all Work under the Contract. All required layout shall be done using competent and experienced personnel under the supervision of a local professional engineer and/or land surveyor registered in the State of Florida.

6.15 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the City. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

- A. The City may perform other Work at the site by the City's own forces, have other Work performed by utility owners, or let other direct contracts therefor. If not previously noted in the Contract Documents, written notice of other Work shall be given to the Contractor prior to commencement of the other Work.
- B. The Contractor shall afford each third party contractor performing Work at the site proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and equipment, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of the Architect/Engineer and the others whose Work will be affected.
- C. If any part of the Contractor's Work depends for proper execution or results upon the Work of any third party contractor, the Contractor shall inspect and report to the Architect/Engineer, in writing, any delays, defects, or deficiencies in such third party Work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work, except for latent defects and deficiencies in the other Work.

ARTICLE 8 -- CITY'S RESPONSIBILITIES (RESERVED)

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 CITY'S REPRESENTATIVE

The Architect/Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Architect/Engineer as the City's representative during construction are set forth herein and in the Contract Documents. The City may change the duties, responsibilities and authority of the Architect/Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The Architect/Engineer will make visits to the site during construction to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The Architect/Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be the same as for the Architect/Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Architect/Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

The Architect/Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order (if any) and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order (if any) justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim therefore as provided herein.

9.6 REJECTING DEFECTIVE WORK

The Architect/Engineer has authority to reject Work which the Architect/Engineer believes to be defective and also has authority to require special inspections or testing of the Work.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

In accordance with the procedures set forth in these General Requirements, the Architect/Engineer will review all Contractor submittals, including, without limitation, Shop Drawings, samples, substitutes, or "or equal to" items in order to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The Architect/Engineer's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9.8 DECISIONS ON DISPUTES

- A. The Architect/Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders (when applicable); claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Architect/Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Architect/Engineer in writing with a request for formal decision, which the Architect/Engineer will render in writing within 30 Days of receipt of the request, subject to prior review by City of any claim made by the Contractor and proposed decision by the Architect/Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Architect/Engineer no later than five Days after commencement of the event giving rise thereto. The Architect/Engineer may allow extra time for supplements of this information. Written supporting data providing the extent and amount of the claim and supporting documentation will be submitted to the Architect/Engineer with such notice. All Claims

for changes to the Contract Time and Contract Price are waived if not submitted in accordance with the requirements of this Section.

- B. The Architect/Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. In the event the City disagrees with the Architect/Engineer's proposed decision on any claim when submitted to the City for review, the Architect/Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Architect/Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. The Architect/Engineer when acting in good faith and exercising his authority to act for City, shall have no duty or responsibility to the Contractor or any Subcontractor, Supplier, any surety for any of them, or any other person or organization performing any of the Work.
- B. The Architect/Engineer has no duty or authority to supervise or direct the performance of the Work.
- C. The Architect/Engineer has no authority over and is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Architect/Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- D. The Architect/Engineer is not responsible for the acts or omissions of the Contractor or of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 GENERAL

- A. When applicable, the City may order additions, deletions, or revisions in the Work by a Field Order or a Construction Change Directive or a Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which will be performed under the conditions of the Field Order or Change Order.
- B. When applicable, Architect/Engineer may also issue a Construction Change Directive and Field Orders setting forth written interpretations of the intent of the Contract Documents, order minor changes in Work execution, and issue Supplemental Instructions setting forth written orders, instructions, or interpretations of the Contract Documents, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2 CHANGE ORDERS (WHEN APPLICABLE)

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City Code, as amended from time to time.
- B. Contractor shall not start Work on any changes requiring an increase in the Contract Price

or the Contract Time until a Change Order setting forth the adjustments is approved by the City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

- C. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, the City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to the Architect/Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer in writing within seven calendar Days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- D. Under circumstances determined necessary by the City, Change Orders may be issued unilaterally by the City.
- E. The City and the Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Work ordered by the City;
 - 2. Changes required because of acceptance of defective Work; and
 - 3. Changes in the Contract Price, Contract Time or other changes agreed to by the parties.
- F. If notice of any kind is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the Bonds are increased so that each reflects the Contract Price as increased.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.
- B. The value of any Work covered by a Change Order (when applicable) or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the increased or decreased units.
 - 2. By mutual acceptance of a lump sum amount, properly itemized and supported by substantiating data to permit evaluation, which may or may not include an allowance for overhead and profit as agreed to by the parties.
 - 3. On the basis of the Cost of Work, as defined below.

11.2 COST OF WORK

- A. General: The term "Cost of Work" means the sum of all reasonable costs necessarily incurred and paid by the Contractor for labor, Materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each Day report to the Architect/Engineer the amount and cost of the labor, Materials and equipment used, and any other expense incurred in such extra Work on the preceding Day, and no claim for compensation for such extra Work shall be included unless such report shall have been made. If in the opinion of the Architect/Engineer the cost of Material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity delivered to the Work site, less trade discount. For extra Work involving a combination of increases and decreases in the Work, the cost will be the sum of the additive and deductive costs.
1. The City reserves the right to furnish Materials for the extra Work and no claim shall be made by the Contractor for costs and profit on such Materials. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Architect/Engineer, in duplicate, a description of the equipment and its identifying number. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Rental time will not be allowed while equipment is inoperative for any reason.
- B. Mark-up: The Cost of the Work shall include a 10 percent mark-up applied to the total amount of labor, material and equipment inclusive of but not limited to: Overhead and Profit, General Conditions, General Requirements, Labor Burden, fees and insurances, supervision, incidental general office expenses, etc.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. In no event shall Contractor be entitled to any delay damages from City or Architect/Engineer for any reason.
- B. The Contract Time will be extended in an amount equal to time Days due to Force Majeure which includes acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes. Other Contract Time extensions shall be only by Change Orders or by claims made by Contractor in accordance with the provisions herein.
- C. ***All time limits stated in the Contract Documents are of the essence.***

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO INCLEMENT WEATHER

- A. Contract Times may be extended by the Architect/Engineer due to unusually severe weather, provided that the Contractor shall, within 10 Days of the beginning of any
- Forms 300-95

such delay, request such extension in writing stating the cause of delay. The Architect/Engineer may extend the Contract Time when, in its judgment, the facts justify such an extension. The Contractor's construction schedule shall be based upon the inclusion of 10 Days of inclement Weather Delays. No extension of the Contract Time due to inclement weather will be considered until after the said number of Days of inclement weather has been reached. No increase in Contract Time will be made if said number of Days of inclement weather is not reached.

- B. Inclement weather by itself is not a cause for time extension. Only where duration and frequency of rain is abnormal as compared with the Weather Bureau data and supported by Project logs will time extensions be considered. No time extension will be allowed for weekend rains unless the Contractor has received approval and been working weekends on a regular basis.
- C. In order to demonstrate that a delay is the result of exceptionally adverse weather conditions, the Contractor must demonstrate that critical path activities have been delayed by more Days than those cumulatively expected during the Contract Time, based upon an average number of Days of adverse weather conditions experienced in the place where the Project is located during the five years prior to the date of this Agreement, which average shall be based upon the historical data of the U.S. National Oceanic and Atmospheric Administration, and that any float time in the Construction Schedule has been exceeded. In order to be considered a delay, the Contractor must demonstrate that critical path activities were suspended during the exceptionally adverse weather event for more than 50 percent of the Day the Work period of the Day of the exceptionally adverse weather.
- D. Hurricane Precautions: During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or the City's Architect/Engineer has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional Work.

Consideration of additional Contract Time relating to hurricane watch or warning at the Project site will be addressed by a Change Order (when applicable) in accordance with the non-compensable excusable delays section of the General Conditions.

Suspension of the Work caused by a storm watch or warning, or storm event or official state of emergency (until termination of same), regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE

The Contractor warrants and guarantees to the City and the Architect/Engineer that all Work will be in accordance with the Contract Documents and will not be defective.

13.2 ACCESS TO WORK

The City, the Architect/Engineer and their collective representatives, testing agencies, and governmental agencies with jurisdictional interests all shall have access to the Work at reasonable times for observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

13.3 INTERACTION AND RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. The Contractor shall give the Architect/Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. Other than inspections by the City (unless specifically excepted below), the Contractor shall pay for the costs of all inspections and testing, including without limitation by any public body with jurisdiction requiring testing inspection or approval, with regard to any substitutions of Materials, equipment or Suppliers to be used or incorporated in the Work and for repeats of failed tests.
- C. In the event inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Architect/Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Architect/Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents. The Architect/Engineer shall verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Architect/Engineer and the Contractor.
- E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Architect/Engineer, it must, if requested by the Architect/Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense. If such Work is not found to be Defective Work, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering. If the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided herein.
- F. The Architect/Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.
- G. The Architect/Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and maintain and circulate copies of minutes.
- H. The Architect/Engineer shall assist the Contractor in understanding the intent of the Contract Documents.
- I. The Architect/Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.
- J. The Architect/Engineer shall conduct on-site observations of the Work in progress and determine if the Work is proceeding in accordance with the Contract Documents.
- K. The Architect/Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.
- L. The Architect/Engineer shall: (a) prepare a Certificate of Substantial Completion/Notice of completion, as applicable, and submit to the Contractor a list of observed items requiring completion or correction; (b) conduct final review of the Work and prepare a "punch list" of items to be completed or corrected; and (c) verify that all items on the punch list have been completed or corrected.

M. The Architect/Engineer shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute Material or equipment.
2. Exceed limitations on the Architect/Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Participate in specialized field or laboratory test.

13.4 CITY MAY STOP THE WORK

If the Work is Defective Work, or the Contractor fails to perform Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Architect/Engineer, the Contractor shall either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Architect/Engineer, remove it from the site and replace it with non-Defective Work. The Contractor shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ONE-YEAR CORRECTION PERIOD

If, within one year after the date of Final Completion, or such longer period of time as may be prescribed by Laws or Regulations, the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with City's written notification, either correct such Defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Contractor.

Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder with respect to such Work will be extended

for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of Defective Work the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's inspection, testing, testing, evaluation of and determination to accept such Defective Work. If acceptance occurs prior to final payment, a Change Order (when applicable) will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

The schedule of values or price breakdown shall be established as provided in the General Requirements and shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Architect/Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the Architect/Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by partial lien releases and other such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the Contractor's total earnings to date. No payment shall be made for Materials stored at the site.
- C. The net payment due to the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified herein and the total amount of all previous payments made to the Contractor. Retention shall be 5 percent of each approved progress payment until the Work is 100 percent complete and accepted by the City.

14.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, Materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City free and clear of all liens no later than the time of payment by the City for such Materials and equipment.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The Architect/Engineer will, within seven Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the

Architect's/Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Thirty Days after presentation of the Application for Payment with the Architect's/Engineer's recommendation, the amount recommended will be due, subject to the provisions of this Article.

- B. The City may refuse to make payment of the full amount recommended by the Architect/Engineer because claims have been made against the City on account of the Contractor's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a credit against the amount recommended. In that event, the City must give the Contractor written notice within seven Days (with a copy to the Architect/Engineer) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

- A. The City shall have the right to take possession of and use or place into service any item of equipment, usable portion of the Work, or partially completed portion of the Work prior to completion of the Work, but such taking, use or possession shall not be deemed an acceptance of any Work not completed in accord with the Contract Documents. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items of the Work shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of such items of the Work described in the written notice.
- C. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City and the Contractor's one-year correction period shall commence only after the date of Final Completion of the Work.

14.7 SUBSTANTIAL COMPLETION

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Architect/Engineer in writing that the Work is Substantially Complete and request that the Architect/Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Architect/Engineer shall make an inspection of the Work to determine the status of completion. If the Architect/Engineer does not consider the Work Substantially Complete, the Architect/Engineer will notify the Contractor in writing, giving the reasons therefore. If the Architect/Engineer considers the Work Substantially Complete, the Architect/Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the Architect/Engineer and Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all correction Work indicated on the attachment to the Certificate of Substantial Completion and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents required by the Contract Documents, and after the Architect/Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for

progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the Architect's/Engineer's observation of the Work during construction and final inspection, and the Architect's/Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Architect/Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Architect/Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the Architect's/Engineer's recommendation of payment and present the Application to the City for payment.
- B. After acceptance of the Work and obtaining the surety's consent to final payment, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion/Notice of Completion which are yet uncompleted or uncorrected, as applicable. All such outstanding Work shall be completed or corrected to the satisfaction of the City promptly within the time stated on the Certificate of Substantial Completion/Notice of Completion, or the Contractor shall waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.
 - 3. Release of final payment or retainage does not constitute City's approval of the Work.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Architect/Engineer, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents (final or otherwise), nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 FINAL PAYMENT TERMINATES LIABILITY OF CITY

A final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage as applicable, less deductions as applicable and described above. The acceptance by the Contractor of the final payment constitutes a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands against the City for the remainder, if any, of the amounts kept or retained and except pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK BY CITY

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Architect/Engineer or City of a notice of resumption of Work. The Contractor shall be allowed an increase in the Contract Time directly attributable to any suspension.

ARTICLE 16 -- MISCELLANEOUS

16.1 TITLE/OWNERSHIP TO MATERIALS FOUND ON THE WORK

The City reserves the right to retain title to all soils, stone, sand, gravel, and other Materials developed and obtained from excavations and other operations connected with the Work. The Contractor shall deliver such Materials to City at City's request, at a location determined by City, at no cost to City, unless otherwise specified in the Contract Documents. If the City releases ownership of the Material, it shall become the property of the Contractor, who shall dispose of it in manner satisfactorily to the Architect/Engineer at no extra cost to the City.

16.2 RIGHT TO AUDIT

The City shall have the right to audit the Contractor's books upon reasonable notice. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing all records and documents and other financial data relevant to the Work, and upon request, shall submit true copies of requested records to the City.

16.3 WATER SUPPLY

All water required for testing, flushing and construction shall be the full responsibility of the Contractor in accordance with requirements set forth in the Specifications.

16.4 SALVAGE

Any existing equipment or Material, including but not limited to valves, pipes, fittings, and couplings which is removed as a result of construction under this Project may be designated to the City at a location directed by the Architect/Engineer. Any equipment or Material not worth salvaging shall be disposed of by the Contractor in a sound environmental manner in an approved final disposal site.

16.5 LIMITATIONS OF OPERATION

The Contractor shall, at all times, conduct the Work in such a manner and in such sequence as will ensure the least practicable interference. The Architect/Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.

- END OF SECTION -



1. Use this form to report vendor performance (positive or negative) for deliveries of supplies/rendering of services, regardless of the purchasing method used (Purchasing Card, Purchase Order, City Contract, etc).
2. The person designated for accepting supplies/services is responsible for filling out this form (type or print). Only page 1 is required, if page 2 is not used. However, if any area on page 1 is marked "unsatisfactory", page 2 must also be filled out and submitted with page 1 (see page 2, Explanations/Comments, when marking "unsatisfactory"). Page 2 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 2. Attach documents, if applicable.
3. City Contracts: Regardless of the purchasing method used, as a minimum this form **MUST** be completed and submitted not later than 2 weeks after completion/expiration of a City contract. Past performance is considered on future contracts.
4. **Send SIGNED form to: PROCUREMENT DEPARTMENT, 2200 Civic Center Place, Miramar, FL 33025 or fax to 954-602-3525.**

VENDOR INFORMATION	COMPLETE <u>ALL</u> APPLICABLE INFORMATION
Company/Vendor Name:	Contract Number No:
Mailing Address:	Description/Title:
City, St, Zip Code:	Contract Term (Dates) From: To:
Representative Evaluated:	Purchase Order Number:
Telephone Number:	Task Order Number:
Fax Number:	Other Reference:

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did **NOT** meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements (see page 2, Explanations/Comments)

EVALUATIONS (Place "X" in appropriate box for each major area.)

Criteria (includes change orders/amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Supplies delivered/Work performed on schedule.					
2. Condition of delivered supplies (includes handling/packaging).					
3. Quality of deliveries/work performance.					
4. Adherence to specifications/statement of work.					
5. Resolved problems/customer complaints timely.					
6. Working relationship/interfaces with City staff/public sector (citizens).					
7. Service Call (On-Call) response time.					
8. Other (specify):					
9. Overall evaluation of compliance with contract requirements.					

EVALUATED BY

Signature:	Date of Evaluation:
Print Name:	Department:
Title:	Phone No.:

 City of Miramar Procurement Department		VENDOR PERFORMANCE EVALUATION SUPPLIES and/or SERVICES (Includes CONSTRUCTION/PROFESSIONAL SERVICES)		Page 2 of <u> 2 </u>
Company/ Vendor Name:		Contract Number and/or Other Reference:		
Contract Ref No.	EXPLANATIONS/COMMENTS 1. Do not submit page 2 <u>without</u> page 1. 2. <u>Be specific</u> (include paragraph and page numbers referenced in the applicable contract, purchase order, etc). Continue on separate sheet (enter company name and contract number or other reference)			
Ref No.	ACTION TAKEN BY VENDOR (reply below or submit separate correspondence)			
NAME/TITLE OF VENDOR REPRESENTATIVE		SIGNATURE		DATE
FOR PROCUREMENT DEPARTMENT USE ONLY				
"Unsatisfactory" findings have been determined as VALID () NOT VALID (). Reasons:				
Signature:		Date:		
Name/Title:		Telephone No:		

END OF DOCUMENT

Superseded General Decision Number: FL20240197

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025

ASBE0060-001 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.66	18.12

CARP1809-001 06/01/2015

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation).....	\$ 25.95	8.65

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEC0728-008 09/01/2024

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 38.40	14.92

ELEV0071-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.50	37.885+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.00	14.90

ENGI0487-020 07/01/2023

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 32.75	14.90

ENGI0487-023 07/01/2023

Rates	Fringes

OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....		
	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift.....	\$ 26.75	14.90
OPERATOR: Mechanic.....	\$ 37.07	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0272-001 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

PLUM0719-002 09/01/2024

	Rates	Fringes
PLUMBER.....	\$ 33.70	13.40

PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

PLUM0725-001 07/16/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 43.38	16.70

* SFFL0821-004 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.03	23.70

SHEE0032-001 08/12/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 29.10	14.68

* SUFL2014-005 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06 **	0.70
IRONWORKER, REINFORCING.....	\$ 17.72 **	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.79 **	0.00
LABORER: Pipelayer.....	\$ 13.56 **	1.34
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00 **	2.82
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00 **	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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



City of Miramar Interoffice Memorandum Procurement Department

BID TAB Bid opening: October 9, 2025

No. 42 Generator/Project No. 4709-005-R/Contract No. H1153/IFB No. 25-035
 No. 54 Generator/Project No. 4709-002-R/Contract No. H1150/IFB No. 25-036
 No. 59 Generator/Project No. 4709-004-R/Contract No. H1152/IFB No. 25-037
 No. 68 Generator/Project No. 4709-003-R/Contract No. H1151/IFB No. 25-038
 No. 76 Generator/Project No. 4709-008-R/Contract No. H1174/IFB No. 25-039

	COMPANY NAME	TOTAL BASE BID AMOUNT For No 42	TOTAL BASE BID AMOUNT For No 54	TOTAL BASE BID AMOUNT For No 59	TOTAL BASE BID AMOUNT For No 68	TOTAL BASE BID AMOUNT For No 76	CBE/SBE	LOCAL
1	Zabatt Engine Services, Inc.	\$238,501.39	\$239,144.85	\$246,501.68	\$237,265.98	\$230,420.97	no	no
2	Hinterland Group, LLC.	\$979,000.00	\$945,450.00	\$979,000.00	\$979,000.00	\$945,450.00	no	no
3	*All Florida Contracting Services, LLC.	\$165,551.00	\$164,951.00	\$171,729.00	\$165,951.00	\$159,454.00	yes	no
4	Stonehenge Construction, LLC.	\$300,887.00	\$268,935.00	\$300,887.00	\$300,887.00	\$268,935.00	no	no
5	Genesis Pime Group, LLC.	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	\$93,050.00	no	no
6	*Juliana Enterprises, Inc., dba ADAL FGC	\$183,059.00	\$161,059.00	\$180,059.00	\$176,259.00	\$172,373.00	no	no
7	Tower Contracting Corp.				\$1,045,000.00		no	no
8	Coulomb Engineering, Inc.					\$160,000.00	no	no

**Indicates the lowest, responsive, responsible and successful Bidder(s).*