

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

**Meeting Date:** August 17, 2022

**Presenter's Name and Title:** Anthony Collins, Director of Public Works and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

**Prepared By:** Kristy Gilbert, Assistant Public Works Director and Brenda Martin, Contracts Administration Manager

**Temp. Reso. Number:** 7688

**Item Description:** Temp. Reso. #R7688, approving the award of Invitation for Bids ("IFB") No. 22-008 entitled "Historic Miramar Infrastructure Improvements – Phase IV" to Man-Con, Incorporated, ("Man-Con"), as the lowest responsive responsible bidder, whose bid is in the best interest of the City, in the amount of \$12,709,741, and allocating a 15 percent construction allowance in the amount of \$1,906,461 for a total combined project cost of \$14,616,202; authorizing the City Manager to execute an appropriate agreement with Man-Con, Incorporated.

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

**Instructions for the Office of the City Clerk:** Public Works request execution of the agreement on the dais.

**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:** Funds totaling \$14,616,202 will be expended from the various Account numbers detailed on Page 2 of the memorandum.

**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7688
  - Exhibit A: Proposed Agreement with Man-Con, Incorporated
  - Exhibit B: 22-008 Bid Tab
- Attachment(s)
  - Attachment 1: IFB No. 22-008
  - Attachment 2: Man-Con, Incorporated Bid Proposal



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Anthony Collins, Director of Public Works

**DATE:** August 11, 2022

**RE:** Temp. Reso. No. 7688, approving the award of Invitation for Bids ("IFB") No. 22-008 to Man-Con, Incorporated

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7688, approving the award of Invitation for Bids ("IFB") No. 22-008 entitled "Historic Miramar Infrastructure Improvements – Phase IV" to Man-Con, Incorporated ("Man-Con"), as the lowest responsive responsible bidder, whose bid is in the best interest of the City, in the revised amount of \$12,709,741, allocating a 15 percent construction allowance in the amount of \$1,906,461 for a total combined project costs of \$14,616,202; authorizing the City Manager to execute an appropriate agreement with Man-Con, Incorporated.

**ISSUE:** City Commission approval is required to award a bid and execute a contract in accordance with the Procurement Code. City Commission approval is required for purchases exceeding the \$75,000 limit, per vendor limit, in accordance with Section 2-412(a)(1) of the City Code.

**BACKGROUND:** The Historic Miramar Drainage Infrastructure Improvements Project is programmed in six (6) phases. Phase I of the project was completed in January of 2007, Phase II in December of 2013, and Phase III in December of 2020. The planning document for Phases IV, V, and VI was completed in December 2017.

On February 6, 2019, the City Commission through adoption of Resolution No. 19-68 awarded an agreement to Craven Thompson and Associates for design of Phase IV of the project. The design was completed in December 2021. Phase IV is located in the general area bounded by SW 64 Avenue to the east, County Line Road to the south, Florida Turnpike to the west and Miramar Parkway to the north.

On March 13, 2022, the City's Procurement Department advertised IFB No. 22-008 entitled "Historic Miramar Infrastructure Improvements – Phase IV" in a newspaper of general circulation and on Demand Star. The City conducted a mandatory pre-bid meeting on March 30, 2022, with a total of 14 firms in attendance. Four (4) bid responses were received by the City on the scheduled bid deadline of April 26, 2022, as detailed in Exhibit "B". The Procurement Department has completed its evaluation and has deemed Man-Con, as the lowest responsive responsible bidder, with a bid price of \$12,907,321.

Due to budgetary constraints by the unprecedented market conditions, it was determined that Group C – Electrical Conduit Improvements cost of \$197,580 was not imperative for completion at this time. In accordance with the provisions of the IFB, and in the City's best interest, Man-Con agreed to proceed accordingly and reduced the bid price to \$12,709,740.67 (the "Revised Bid"). The Revised Bid, along with a 15 percent construction allowance of \$1,906,461 is being requested by Public Works to allow for any incidentals that may arise during the construction phase for a total project cost of \$14,616,202. Man-Con is contractually committed to have 15% of the project to be completed by qualified CBE firms and 5% by local firms.

**DISCUSSION:** The Historic Miramar Drainage Infrastructure Improvements Project is aimed at upgrading and improving the existing drainage infrastructure in the Historic Miramar, to alleviate flooding, and supports the City's goal of enhancing the level of service for residents within the service area. A systematic replacement of existing asbestos pipes with PVC pipes forms part of the project to update the water system as an incidental activity to the drainage works. This would prevent future excavation due to pipe replacement.

The scope of work includes, but is not limited to, providing all labor, materials, machinery, tools, equipment, and incidentals, as necessary for the construction of the various improvements within the Historic Miramar Infrastructure Improvements Project - Phase IV. This includes the installation of exfiltration trench, storm sewer piping, storm structures, driveway apron replacement, sidewalk replacement, milling and resurfacing, water and sanitary sewer deflections, watermain construction, pervious pavement, pavement patching, pavement marking, swale reconstruction, irrigation system repair, sod restoration, coordination with existing utilities, and additional right-of-way restoration.

Lessons learned during construction of Historic Miramar Drainage Improvement Phase III will be curtailed by limiting the contractor to completing one roadway before excavation of another. In addition, construction management services to include public relations outreach, and inspection during construction will be provided by Craven Thompson and Associates, design consultant for the project (Temp. Reso. No. 7689). Marketing outreach efforts will also be sought by the Office of Marketing and Communications, to alert residents prior to construction impacting their respective neighborhoods will also be conducted by City staff.

**ANALYSIS:** Funds totaling \$14,616,202 will be expended from the following accounts as part of the Historic Miramar Drainage Improvement – Phase IV project:

- 393-50-900-538-000-606510-52066 (\$250,000);
- **410-50-800-533-000-606510-52066 (\$2,336,677);**
- 415-50-901-538-000-606510-52066 (\$10,679,023) entitled CIP-Construction;
- **410-50-800-533-000-606520-52066 (\$350,502);;**
- **415-50-802-538-000-606520-52066 (\$1,000,000)** entitled CIP-Contingency.

**Note:** \$2,950,502 of the above-mentioned funding associated with the bold accounts is subject to City Commission approval of the FY22 Second Budget Amendment, Temp. Ord. No. 1792.



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6/9/22  
8/4/22

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 22-008 ENTITLED “HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS – PHASE IV” TO MAN CON, INCORPORATED, THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, WHOSE BID IS IN THE BEST INTEREST OF THE CITY, IN THE REVISED AMOUNT OF \$12,709,741; ALLOCATING A 15% CONSTRUCTION ALLOWANCE IN THE AMOUNT OF \$1,906,461 FOR A TOTAL COMBINED PROJECT COST OF \$14,616,202; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH MAN CON, INCORPORATED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Historic Miramar Drainage Infrastructure Improvements Project is programmed in six (6) phases; and

**WHEREAS**, Phase I of the project was completed in January of 2007, Phase II in December of 2013 and Phase III in December of 2020 with the planning document for Phases IV, V, and VI completed and approved in December 2017; and

**WHEREAS**, Phase IV of the project is located in the general area bounded by SW 64 Avenue to the east, County Line Road to the south, Florida Turnpike to the west and Miramar Parkway to the north; and

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**WHEREAS**, Phase IV consist of installation of exfiltration trench, storm sewer piping, storm structures, driveway apron replacement, sidewalk replacement, milling and resurfacing, water and sanitary sewer deflections, watermain construction, pervious pavement, pavement patching, pavement marking, swale reconstruction, irrigation system repair, sod restoration, coordination with existing utilities, and additional right-of-way restoration; and

**WHEREAS**, on March 13, 2022, the City's Procurement Department advertised Invitation for Bids ("IFB") No. 22-008 entitled "Historic Miramar Infrastructure Improvements – Phase IV" ("Project") in a newspaper of general circulation and on Demand Star; and

**WHEREAS**, on April 26, 2022, the date of the scheduled bid opening, four bids were received by the City; and

**WHEREAS**, the bids were reviewed and evaluated by the Procurement Department in accordance with the requirements and minimum qualifications specified in the bid document and Man-Con, Incorporated, ("Man-Con") is recommended as the lowest responsive responsible bidder, whose bid is in the best interest of the City, with a revised bid price of \$12,709,741 as detailed on the Bid Tab, attached as Exhibit "B", to perform the project; and

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

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**WHEREAS**, the City Manager recommends approval of the award of IFB No. 22-008 entitled “Historic Miramar Infrastructure Improvements – Phase IV” to Man-Con, as the lowest responsive responsible bidder, whose bid is in the best interest of the City, for construction of Historic Miramar Infrastructure Improvements – Phase IV in the revised amount of \$12,709,741 and allocating a 15 percent construction allowance in the amount of \$1,906,461 for a total project cost of \$14,616,202, and seeks authorization to execute an agreement in the form attached hereto as Exhibit “A”; 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 IFB No. 22-008 entitled “Historic Miramar Infrastructure Improvements – Phase IV” to Man Con in the revised amount of \$12,709,741 and allocating a 15 percent construction allowance of \$1,906,461 for a total project cost of \$14,616,202, and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit “A” attached hereto.

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

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

**Section 2:** That the City Commission awards Invitation for Bids No. 22-008 entitled “Historic Miramar Infrastructure Improvements – Phase IV” to Man-Con.

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**Section 3:** That the City Manager is authorized to execute an agreement with Man-Con, Incorporated, in the revised amount of \$12,709,741 and allocating a 15% construction allowance of \$1,906,461 for a total project cost of \$14,616,202 in the form attached hereto as Exhibit "A", together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

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**Section 5:** That this Resolution shall take effect immediately upon adoption.

**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**

**Voted**

Commissioner Winston F. Barnes

\_\_\_\_\_

Commissioner Maxwell B. Chambers

\_\_\_\_\_

Vice Mayor Yvette Colbourne

\_\_\_\_\_

Commissioner Alexandra P. Davis

\_\_\_\_\_

Mayor Wayne M. Messam

\_\_\_\_\_

Reso. No. \_\_\_\_\_



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA  
AND  
MAN-CON, INCORPORATED  
FOR  
HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV  
IN MIRAMAR, FLORIDA**

**THIS AGREEMENT** (the "Agreement") is entered into and dated [REDACTED], 2022, 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 MAN-CON, INCORPORATED. (the "Contractor"), a Florida corporation whose address is 3460 S.W. 11<sup>TH</sup> Street, Deerfield Beach, Florida 33442.

**WITNESSED:**

**WHEREAS**, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bids No. 22-008 (the "IFB"), entitled: "Historic Miramar Infrastructure Improvement, Phase IV" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

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

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

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

**ARTICLE 1**  
**DEFINITIONS**

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



## **ARTICLE 2**

### **WORK**

The work shall include all labor, materials and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

## **ARTICLE 3**

### **CONTRACT TIME**

**3.1** Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially complete within 560 calendar Days after the Notice to Proceed is issued and shall be closed out within 90 calendar Days after the Notice to Proceed is issued. Ten weather Days or rain Days are included within the overall Contract time of 650 calendar Days. However, the Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion, e.g., a schedule that demonstrates that all actual Work will be underway and substantially completed within 560 calendar Days. If the Contractor elects to delay the start of the Project (utilizing any of the allowable 10 Days after issuance of the Notice to Proceed set forth in Article 3 of the Agreement), then the schedule shall reflect the actual start date and the 650 calendar Days to complete the Work must be reduced accordingly.

## **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 \$2500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$1000 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 Twelve million nine hundred seven thousand three hundred twenty dollars and sixty-seven cents \$(12,907,320.67) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

## **ARTICLE 8**

### **PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

## **ARTICLE 9**

### **INDEMNIFICATION**

**9.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, 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 attached as, Exhibit "B";
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of 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** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

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

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

#### **ARTICLE 17**

#### **NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City

shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 18**

### **PUBLIC RECORDS**

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

- 18.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 18.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 18.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any 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.
- 18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 18.1.6** **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- 18.1.7** Ownership of Documents: Unless otherwise provided by law, 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.

**ARTICLE 19**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

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

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

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

**ARTICLE 20**  
**CERTIFICATE OF COMPETENCY**

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

**ARTICLE 21**  
**INSURANCE**

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

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

- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
  - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

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

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

## **ARTICLE 22**

### **INDEPENDENT CONTRACTOR**

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

## **ARTICLE 23**

### **REAFFIRMATION OF REPRESENTATIONS**

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

**ARTICLE 24**  
**NONDISCRIMINATION**

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

**ARTICLE 25**  
**COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether 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 26**  
**COUNTERPARTS**

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

**ARTICLE 27**  
**WAIVER**

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

**ARTICLE 28**  
**BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**ARTICLE 29**  
**NOTICES**

All notices or other communications required under this Agreement shall be in

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

**TO CONTRACTOR:**

ATTN: Anthony Mancini  
Vice President  
Man-Con, Incorporated  
3460 SW 11<sup>th</sup> Street  
Deerfield Beach, FL 33442  
Telephone: (954) 427-0230  
Fax: (954) 427-8133  
Email: [anthonym@mancon.ws](mailto:anthonym@mancon.ws)

**TO CITY OF MIRAMAR:**

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

**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

**ARTICLE 30**  
**CITY'S OWN FORCES**

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

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



**ARTICLE 31**  
**LIMITATION OF LIABILITY**

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

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

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

**ARTICLE 32**  
**THIRD PARTY BENEFICIARY**

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

**ARTICLE 33**  
**WARRANTY AND GUARANTEE**

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

**ARTICLE 34**  
**HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to

review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

### **ARTICLE 35**

#### **SEVERABILITY**

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

**35.2** City and Contractor each 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 36**

#### **SCRUTINIZED COMPANIES**

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

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

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

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

### **ARTICLE 37**

#### **CONFLICT-OF-INTEREST**

**37.1** To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities

(including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

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

### **ARTICLE 38**

#### **VENUE AND JURISDICTION**

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

### **ARTICLE 39**

#### **SURVIVAL OF PROVISIONS**

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

### **ARTICLE 40**

#### **E-VERIFY PROGRAM**

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

### **ARTICLE 41**

#### **EQUITABLE ADJUSTMENT**

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme

or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

**ARTICLE 42**  
**PARTICIPATION PLAN**

Contractor agrees to the City's minimum goal requirement of 15% of the Services to be performed by a CBE / SBE and 5% of the Services to be performed by a Local vendor. Contractor agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subcontractors list showing anticipated Approved Vendors.

**[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**ARTICLE 43**  
**ENTIRE AGREEMENT**

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

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

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Dr. Roy Virgin

**MAN-CON, INCORPORATED:**

By: \_\_\_\_\_  
Vice President  
Anthony Mancini

This \_\_\_\_ day of \_\_\_\_\_, 2022.

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

\_\_\_\_\_  
Corporate Seal

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.

**INVITATION FOR BIDS No. 22-008  
CITY OF MIRAMAR  
HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS,  
PHASE IV**

**Bid Date: 4/26/22  
Bid Time: 2:00 PM**

**Bid Submitted by: Man-Con, Incorporated  
3460 SW 11<sup>th</sup> Street  
Deerfield Beach, FL 33442  
Phone: 954-427-0230**



**SECTION 300 – BID FORMS**  
**BID COVER SHEET – IFB No. 22-008**

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

Man-Con Incorporated

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 59-2547432

**NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:**

Name: Anthony Mancini

Title: Vice President

**EMAIL ADDRESS:** Anthonyman@mancon.ws

**MAILING ADDRESS:** 3460 SW 11th Street, Deerfield Beach, FL 33442

**Street Address:** 3460 SW 11th Street

**City, State, Zip:** Deerfield Beach, FL 33442

**TELEPHONE:**

( 954 ) 427-0230

**FAX:**

( 954 )  
427-8133

**BIDDER'S ORGANIZATION STRUCTURE:**

☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other (Explain):

**IF CORPORATION:**

Date Incorporated/Organized: 1/31/1985

State of Incorporation/Organization: Florida

States registered in as foreign Corporation: \_\_\_\_\_

**BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:**

Sanitary Sewer Utilities, Storm Drainage Utilities, Site Development

**LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:**

Rangeline Tapping Services, Rapid Milling & Paving

Compass Point Surveyors, Thomas Geotechnical Services, Concrete Pro's Inc

**BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation)**

Signed by:  Date: 4/26/22

Print name: Anthony Mancini Title: Vice President

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

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

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. IFB-No. 22-008 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR – "HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS - PHASE IV. "**

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](mailto: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 the following Addenda (receipt of all of which is hereby acknowledged):

Number	1	Date	3/17/22
	2		3/21/22
	3		3/21/22
	4		3/24/22
	5		3/31/22
	6		4/11/22
	7		4/19/22

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.

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

DATED: 4/26/22 BIDDER: Man-Con Incorporated  
BY:   
(Signature) Anthony Mancini  
TITLE: Vice President

[illegible]

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022, by  
Anthony Mancini, who is personally known to me or has produced  
as identification.

*Kath Hill*  
Notary Public  
State of Florida at Large  
My commission expires: 8/21/22



Form 300-3



## ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
1	3/17/22
2	3/21/22
3	3/21/22
4	3/24/22
5	3/31/22
6	4/11/22
7	4/19/22

BIDDER:

Man-Con Incorporated

(Company Name)



(Signature)

Anthony Mancini, Vice President

(Printed Name and Title)

END OF DOCUMENT

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

**CITY OF MIRAMAR**  
**HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS, PHASE IV**  
**REVISED BID FORM SUMMARY**  
**IFB NO. 22-008**

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<b><u>GENERAL PAY ITEMS (ALL GROUPS)</u></b>	-	-	-	-
1	Bonds and Insurance (2%)	1	LS	\$258,000.00	\$258,000.00
2	<b>Mobilization</b>	1	LS	\$615,000.00	\$615,000.00
3	<b>Maintenance of Traffic (MOT)</b>	1	LS	\$490,000.00	\$490,000.00
4	Construction Survey Test Holes and Asbuilts	1	LS	\$500,000.00	\$500,000.00
5	<b>Prevention Control and Abatement of Erosion and Water Pollution</b>	1	LS	\$180,000.00	\$180,000.00
6	Root Pruning Allowance	1	AL	\$25,000.00	\$25,000.00
7	Unforeseen Utility Locates or Break Repair	1	AL	\$75,000.00	\$75,000.00
8	<b>Permit, Licenses &amp; Fee</b>	1	AL	\$225,502.67	\$225,502.67
9	Materials Testing	1	LS	\$66,699.00	\$66,699.00
-	<b><u>GENERAL PAY ITEMS SUB-TOTAL</u></b>	-	-	-	\$2,435,201.67
-	-	-	-	-	-
	<b><u>GROUP "A" DRAINAGE INFRASTRUCTURE IMPROVEMENTS</u></b>	-	-	-	-
	<b><u>EARTHWORK</u></b>	-	-	-	-
A1	Clearing and Grubbing	1	LS	\$144,738.00	\$144,738.00
A2	Swale Excavation and Grading	43,671	SY	\$4.00	\$174,684.00
A3	Furnish and Install Sod	55,470	SY	\$4.50	\$249,615.00
	<b>EARTHWORK SUB-TOTAL</b>				\$569,037.00

	<b><u>DRAINAGE</u></b>	-	-	-	-
A4	Remove and Dispose Drainage Pipe/Exfiltration Trench	2,323	LF	\$26.00	\$60,398.00
A5	Remove and Dispose of Existing Drainage Structures	56	EA	\$1,372.00	\$76,832.00
A6	Furnish and Install 4' Dia. or 4'x4' Catch Basin	210	EA	\$4,236.00	\$889,560.00
A7	Furnish and Install 5' Dia. or 5'x5' Catch Basin	16	EA	\$5,109.00	\$81,744.00
A8	Furnish and Install 4' Dia. or 4'x4' Manhole	53	EA	\$4,923.00	\$260,919.00
A9	Furnish and Install 5' Dia. or 5'x5' Manhole	12	EA	\$5,743.00	\$68,916.00
A10	Core Existing Structure & Connect Proposed Pipe	13	EA	\$3,603.00	\$46,839.00
A11	Furnish and Install 6'x6' Exfiltration Trench with 18" Perforated HP Storm Pipe	12,265	LF	\$95.00	\$1,165,175.00
A12	Furnish and Install 15" HP Storm Pipe	2,451	LF	\$63.00	\$154,413.00
A13	Furnish and Install 18" HP Storm Pipe	9,000	LF	\$89.00	\$801,000.00
A14	Furnish and Install 24" HP Storm Pipe	990	LF	\$153.00	\$151,470.00
A15	Furnish and Install Metal Pollution Retardant Baffle or Metal Weir (any size both inverted or regular)	114	EA	\$753.00	\$85,842.00
A16	Cut Existing Pipe and Connect to Proposed Drainage Structure	12	EA	\$1,960.00	\$23,520.00
A17	Furnish and Install Concrete Apron	214	EA	\$478.00	\$102,292.00
A18	<b>Clean and Mechanically Remove Roots (15-inch through 30-inch)</b>	<b>1,600</b>	LF	\$16.00	\$25,600.00
A19	Furnish & Install Concrete Collar at Pipe Connection	4	EA	\$3,576.00	\$14,304.00
A20	Furnish & Install 15" RCP Pipe at Outfall	60	LF	\$1,150.00	\$69,000.00
A21	Furnish & Install 24" RCP Pipe at Outfall	20	LF	\$1,250.00	\$25,000.00
A22	All Demolition Required to Construct <b>4 Outfalls</b> (Includes Tree Removal)	1	LS	\$65,000.00	\$65,000.00
A23	Special Mobilization for Work at <b>Outfall</b> Construction Locations in Lake Bank	1	LS	\$165,000.00	\$165,000.00
A24	Embankment Restoration/Regrading/Stabilization/Resodding at <b>Four (4)</b> Outfall Locations	1	LS	\$75,000.00	\$75,000.00
-	-	-	-	-	-
-	<b><u>DRAINAGE SUB-TOTAL</u></b>	-	-	-	\$4,407,824.00
	<b><u>PAVING</u></b>	-	-	-	-

<b>A25</b>	Mill & Resurface 1" Asphalt (SP-9.5)	70,216	SY	\$11.00	\$772,376.00
<b>A26</b>	Full Roadway Reconstruction (2" Asphalt, 8" Limerock Base, 12" Stabilized Subgrade)	2,000	SY	\$44.00	\$88,000.00
<b>A27</b>	Pavement Restoration (2" Asphalt, 16" Limerock Base)	13,145	SY	\$52.00	\$683,540.00
<b>A28</b>	Remove & Dispose Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers)	2,393	SY	\$11.00	\$26,323.00
<b>A29</b>	Remove & Dispose Existing Asphalt Pavement	17,521	SY	\$2.00	\$35,042.00
<b>A30</b>	<b>Furnish &amp; Install Concrete Driveway includes Compacted Subgrade</b>	974	SY	\$63.00	\$61,362.00
<b>A31</b>	<b>Furnish &amp; Install Concrete Sidewalk includes Compacted Subgrade</b>	975	SY	\$40.00	\$39,000.00
<b>A32</b>	Furnish & Install Asphalt Driveway Section 1" Asphalt, 6" Limerock Base	1,932	SY	\$42.00	\$81,144.00
<b>A33</b>	<b>Furnish &amp; Install Stamped Concrete Driveway includes Compacted Subgrade</b>	2,151	SY	\$113.00	\$243,063.00
<b>A34</b>	Furnish & Install Brick Paver Driveway 1" Sand Bed, 6" Limerock Base	444	SY	\$153.00	\$67,932.00
<b>A35</b>	Furnish & Install Permeable Pavement Section (Includes Pavers, Geogrid, Geotextile Fabric, Stone, Bedding, 12" Paver Banding W/Rebar)	3,154	SY	\$135.00	\$425,790.00
<b>A36</b>	Remove & Dispose of Existing Speed Hump & Furnish & Install New Asphalt Speed Hump Per City Detail	12	EA	\$2,110.00	\$25,320.00
-	-	-	-	-	-
-	<b><u>PAVING SUB-TOTAL</u></b>	-	-	-	\$2,548,892.00
	<b><u>SIGNING AND MARKING</u></b>	-	-	-	-
<b>A37</b>	Furnish and Install Solid Traffic Stripe (6" Double Yellow) (Thermoplastic)	3,988	LF	\$2.00	\$7,976.00
<b>A38</b>	Furnish and Install Solid Traffic Stripe (6" White) (Thermoplastic)	5,457	LF	\$1.00	\$5,457.00
<b>A39</b>	Furnish and Install Solid Traffic Stripe (6" Yellow) (Thermoplastic)	674	LF	\$1.00	\$674.00
<b>A40</b>	Furnish and Install Solid Traffic Stripe (12" White) (Thermoplastic)	159	LF	\$2.00	\$318.00
<b>A41</b>	Furnish and Install Solid Traffic Stripe (18" Yellow) (Thermoplastic)	4	LF	\$3.00	\$12.00
<b>A42</b>	Furnish and Install Solid Traffic Stripe (18" White) (Thermoplastic)	16	LF	\$3.00	\$48.00
<b>A43</b>	Furnish and Install Solid Traffic Stripe (24" White Stop Bar) (Thermoplastic)	617	LF	\$4.00	\$2,468.00
<b>A44</b>	Furnish and Install Solid 10'-30' Traffic Stripe (6" Yellow Skips) (Thermoplastic)	418	LF	\$1.00	\$418.00
<b>A45</b>	Furnish and Install Thermoplastic Turn Arrow	3	EA	\$119.00	\$357.00

A46	Furnish and Install Thermoplastic "Fire Lane" Message	2	EA	\$239.00	\$478.00
A47	Furnish and Install Reflective Pavement Marker Blue / Blue	48	EA	\$4.00	\$192.00
A48	Furnish and Install Reflective Pavement Marker White / Red	28	EA	\$4.00	\$112.00
A49	Furnish and Install Reflective Pavement Marker Yellow / Yellow	340	EA	\$4.00	\$1,360.00
A50	Furnish and Install Pavement Marking Standard, White, Message or Symbol	1	EA	\$239.00	\$239.00
-	-	-	-	-	-
-	<b><u>SIGNING AND MARKING SUB-TOTAL</u></b>	-	-	-	\$20,109.00
	<b><u>LANDSCAPING</u></b>	-	-	-	-
A51	Restoration of Existing Irrigation Systems	800	EA	\$50.00	\$40,000.00
A52	Furnish and Install Plantings (Shrubs, Small Trees, Flowers, etc.)	300	EA	\$100.00	\$30,000.00
A53	Relocate or Remove and Dispose Existing Trees	1	AL	\$20,000.00	\$20,000.00
-	-	-	-	-	-
-	<b><u>LANDSCAPING SUB-TOTAL</u></b>	-	-	-	\$90,000.00
-	-	-	-	-	-
	<b><u>MISCELLANEOUS</u></b>	-	-	-	-
A54	Replacement of Existing Water Services including splicing, fittings, reconnection to existing main & existing services, tubing, repair clamps, etc.	100	EA	\$770.00	\$77,000.00
A55	Remove/Replace and/or Repair Existing Water Main (All sizes) as necessary per City of Miramar Standards	50	EA	\$250.00	\$12,500.00
A56	Replacement of Existing Sanitary Sewer Laterals Including fittings, piping, reconnection to existing lateral, etc.	100	EA	\$2,000.00	\$200,000.00
A57	Replacement of Existing Sanitary Sewer Pipe Including pipe, piping, flexible couplings, fittings reconnection to existing pipe, etc.	50	EA	\$250.00	\$12,500.00
-	-	-	-	-	-
-	<b><u>MISCELLANEOUS SUB-TOTAL</u></b>	-	-	-	\$302,000.00
-	<b><u>GROUP "A" DRAINAGE INFRASTRUCTURE IMPROVEMENTS SUBTOTAL</u></b>				\$10,373,063.67
-					-



<b>GROUP "B" WATER MAIN INFRASTRUCTURE IMPROVEMENTS</b>		-	-	-	-
	<b><u>WATER</u></b>	-	-	-	-
B1	Remove & Disposal of 4"-12" Water Main	300	LF	\$25.00	\$7,500.00
B2	Remove & Disposal of 6"-12" A.C. Water Main	200	LF	\$57.00	\$11,400.00
B3	Furnish & Install 12" Ductile Iron Pipe Water Main (includes first lift of asphalt)	1,480	LF	\$175.00	\$259,000.00
B4	Furnish & Install 8" Ductile Iron Pipe Water Main (includes first lift of asphalt)	3,612	LF	\$155.00	\$559,860.00
B5	Furnish & Install 6" Ductile Iron Pipe Water Main (includes first lift of asphalt)	1,115	LF	\$185.00	\$206,275.00
B6	Furnish & Install Ductile Iron Water Fittings	3	Ton	\$40,000.00	\$120,000.00
B7	Furnish & Install Ductile Iron Water Fittings (2" Blow-Off)	12	EA	\$2,131.00	\$25,572.00
B8	Furnish & Install Connection to Existing Water Main	16	EA	\$8,500.00	\$136,000.00
B9	Furnish & Install New Single Water Service (1" Short)	4	EA	\$2,301.00	\$9,204.00
B10	Furnish & Install New Double Water Service (1.5" Short)	19	EA	\$2,721.00	\$51,699.00
B11	Furnish & Install New Single Water Service Installation (1" Long)	1	EA	\$3,465.00	\$3,465.00
B12	Furnish & Install New Double Water Service Installation (1.5" Long)	15	EA	\$4,020.00	\$60,300.00
B13	Furnish & Install New Single Water Service (2" Short)	2	EA	\$3,295.00	\$6,590.00
B14	Furnish & Install New Single Water Service (2" Long)	170	LF	\$133.00	\$22,610.00
B15	Furnish & Install 12" Gate Valve w/ Box Extension	11	EA	\$4,876.00	\$53,636.00
B16	Furnish & Install 8" Gate Valve w/ Box Extension	12	EA	\$3,209.00	\$38,508.00
B17	Furnish & Install 6" Gate Valve w/ Box Extension	28	EA	\$2,507.00	\$70,196.00
B18	Furnish & Install 12" x 12" Tapping Sleeve and 12" Tapping Valve	1	EA	\$15,815.00	\$15,815.00
B19	Furnish & Install 12" x 8" Tapping Sleeve and 8" Tapping Valve	1	EA	\$11,152.00	\$11,152.00
B20	Furnish & Install 8" x 8" Tapping Sleeve and 8" Tapping Valve	2	EA	\$10,208.00	\$20,416.00
B21	Furnish & Install 8" x 6" Tapping Sleeve and 6" Tapping Valve	2	EA	\$8,778.00	\$17,556.00
B22	Furnish & Install 6" x 6" Tapping Sleeve and 6" Tapping Valve	11	EA	\$8,574.00	\$94,314.00
B23	Furnish & Install Air Release Valve	3	EA	10,053.00	\$30,159.00

B24	Furnish & Install 12" Line Stop	1	EA	\$20,000.00	\$20,000.00
B25	Furnish & Install 8" Line Stop	6	EA	\$17,500.00	\$105,000.00
B26	Furnish & Install 6" line Stop	9	EA	\$15,000.00	\$135,000.00
B27	Abandon Cut Cap & Grout Fill Existing 12" A.C. Pipe	911	LF	\$13.00	\$11,843.00
B28	Abandon Cut Cap & Grout Fill Existing 8" A.C. Pipe	1,632	LF	\$6.00	\$9,792.00
B29	Abandon Cut Cap & Grout Fill Existing 6" A.C. Pipe	2,700	LF	\$6.00	\$16,200.00
B30	<b>Abandon Existing 2" A.C. Pipe</b>	405	LF	\$13.00	\$5,265.00
B31	Furnish & Install Sample Point	20	EA	\$1,262.00	\$25,240.00
-	<b><u>WATER SUB-TOTAL</u></b>	-	-	-	<b>\$2,159,567.00</b>
	<b><u>PAVING, SIGNING AND MARKING</u></b>	-	-	-	-
B32	Mill & Resurface 1" Asphalt (SP-9.5)	4,470	SY	\$11.00	\$49,170.00
B33	Remove & Dispose Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers)	776	SY	\$9.00	\$6,984.00
B34	Remove & Dispose Existing Asphalt Pavement	696	SY	\$4.00	\$2,784.00
B35	Furnish & Install Concrete Driveway includes 12" Compacted Subgrade	71	SY	\$63.00	\$4,473.00
B36	Furnish & Install Concrete Sidewalk includes 6" Compacted Subgrade	3	SY	\$40.00	\$120.00
B37	Furnish & Install Asphalt Driveway Section 1" Asphalt, 6" Limerock Base	696	SY	\$42.00	\$29,232.00
B38	Furnish & Install Stamped Concrete Driveway includes 12" Compacted Subgrade	638	SY	\$113.00	\$72,094.00
B39	Furnish & Install Brick Paver Driveway 1" Sand Bed, 6" Limerock Base	65	SY	\$153.00	\$9,945.00
B40	<b><i>Furnish and Install Solid Traffic Stripe (6" Double Yellow) (Thermoplastic)</i></b>	<b>780</b>	<b>LF</b>	\$2.00	\$1,560.00
B41	<b><i>Furnish and Install Solid Traffic Stripe (12" White) (Thermoplastic)</i></b>	<b>90</b>	<b>LF</b>	\$2.00	\$180.00
B42	<b><i>Furnish and Install Solid Traffic Stripe (24" White Stop Bar) (Thermoplastic)</i></b>	<b>92</b>	<b>LF</b>	\$4.00	\$368.00
B43	<b><i>Furnish and Install Reflective Pavement Marker Yellow / Yellow</i></b>	<b>46</b>	<b>EA</b>	\$4.00	\$184.00
B44	<b><i>Furnish and Install Reflective Pavement Marker Blue / Blue</i></b>	<b>4</b>	<b>EA</b>	\$4.00	\$16.00

-	<b><u>PAVING, SIGNING AND MARKING SUB-TOTAL</u></b>	-	-	-	-	\$177,110.00
	<b><u>GROUP "B" WATER MAIN INFRASTRUCTURE IMPROVEMENTS SUBTOTAL</u></b>					- \$2,336,677.00
-	-	-	-	-	-	-
	<b><u>GROUP "C" ELECTRICAL CONDUIT IMPROVEMENTS</u></b>	-	-	-	-	-
C1	<b><i>Furnish &amp; Install Electrical Conduit (Includes Eight (8) Pull Boxes)</i></b>	1,780	LF	\$111.00		\$197,580.00
-	-	-	-	-	-	-
-	<b><u>GROUP "C" ELECTRICAL CONDUIT IMPROVEMENTS SUBTOTAL</u></b>					\$197,580.00
-	-	-	-	-	-	-
-	<b><u>GRAND TOTAL BASE BID FOR GROUP "A", GROUP "B", GROUP "C" and GENERAL BID ITEMS</u></b>	-	-	-	-	- \$12,907,320.67

#### **BID FORM SUMMARY**

**TOTAL BID AMOUNT:** \$12,907.320.67

**TOTAL BID AMOUNT:** Twelve Million Nine Hundred Seven Thousand Three Hundred Twenty and Sixty Seven Cents  
(Write Figures)  
(Write Amount)

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

\*THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED ALTERNATE BID FORMS TO THE PRIMARY PROJECT BID FORM AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST

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.

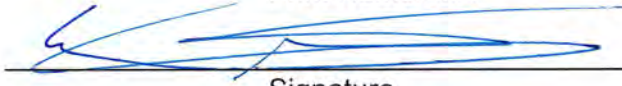
Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special 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- Historic Miramar Infrastructure Improvements, Phase IV, - IFB 22-008

Contractor Company Name: Man-Con Incorporated

Contractor Acknowledgement Anthony Mancini, Vice President  
Print Name/Title

  
Signature

Date: 4/26/22

**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. <u>Tapping, Linestops</u>	M600-550-92-470-0	0.67%	Rangeline Tapping Services 7256 Westport Pl West Palm Beach, FL 33413
2. <u>Concrete, Permeable Pavers</u>	CBC1526042	5.76%	Concrete Pros Inc 3350 SW 148 AVE. # 110 Miramar, FL 33027
3. <u>Asphalt Milling &amp; Paving</u>	PVD467	7.63%	Rapid Milling & Paving 2240 NW 22nd St Pompano Beach, FL 33069
4. <u>Survey</u>	LB7535	1.65%	Compass Point Surveyors 3350 NW 22nd Terrace #1200 Pompano Beach, FL 33069
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**

Pipe, Service & Fittings Material

A. Amos Supply Inc 8.4% CBE

B. Core & Main

Concrete Structures

A. All American Precast

B. Concrete Products of Palm Beach

Aggregates

A. A Falero Trucking

B.

**END OF DOCUMENT**





Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*  
**CONCRETE PRO, INC.**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: December 7<sup>th</sup>**

Authorized Representative

A handwritten signature in blue ink, appearing to read "S. C. C.", written over a horizontal line.

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions

A Service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)





Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

## Office of Economic and Small Business Development

*This Certificate is Awarded to:*

**RAPID MILLING & PAVING, LLC**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

**County Business Enterprise  
Anniversary Date: April 29<sup>th</sup>**

Authorized Representative

A handwritten signature in black ink, appearing to read "S. K. C. S.", written over a horizontal line.

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)





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Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*  
**COMPASS POINT SURVEYORS, PL**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

**County Business Enterprise**

**Anniversary Date: March 20<sup>th</sup>**

Authorized Representative

A handwritten signature in blue ink, appearing to read "Chris [unclear]", written over a horizontal line.

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)





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Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**AMOS SUPPLY, INC.**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: February 14<sup>th</sup>**

A handwritten signature in black ink, appearing to read "Charles Peterson".

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)





**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**  
**Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

January 14, 2020

Mr. Carlos E. Hurst  
**AMOS SUPPLY, INC.**  
1850 NW 15<sup>th</sup> Avenue, Suite 235  
Pompano Beach, Florida 33069

Dear Mr. Hurst:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed.

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: [www.broward.org/Purchasing](http://www.broward.org/Purchasing) and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Commodity Suppliers**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the Internet at: [www.broward.org/EconDev](http://www.broward.org/EconDev) and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE: 423720, 423730**

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandy-Michael McDonald", with a long, sweeping horizontal line extending to the right.

Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**  
**ANNIVERSARY DATE: February 14<sup>th</sup>**

**"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- "HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS**  
**- PHASE IV- IFB-22-008**

Contractor Company Name: Man-Con Incorporated

Contractor Acknowledgement Anthony Mancini, Vice President  
Print Name/Title

  
Signature

Date: 4/26/22

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:

Man-Con Incorporated

3460 SW 11th Street, Deerfield Beach, FL 33442

- (2) CONTRACTOR'S telephone number: 954-427-0230

- (3) CONTRACTOR'S license: Primary classification: General Contractor

State License No. and Expiration Date: CGC 1526881 Exp. 8/31/22

Supplemental classification held, if any: \_\_\_\_\_

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

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

Name: Jeffrey Mancini Date of Inspection: 4/2/22

- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: Angelo Zervos 248-355-4411

Westfield Insurance Company- One Park Circle, P.O. Box 5001, Westfield Center, OH 44251  
616-649-6569

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
<u>1. Terra Mar Drainage</u>	<u>\$1,026,188.07 01/2021</u>	<u>Ken Rubach, Kenr@lauderdalebythesea-fl.gov</u> <u>954-640-4233</u>
<u>2. Seminole Park</u>	<u>\$10,900,000.00 12/2020</u>	<u>James Rabideau, james.rabideau@jacobs.com</u> <u>561-248-4098</u>
<u>3. UAZ 122</u>	<u>\$14,466,032.93 3/2020</u>	<u>Luz Sanchez, lusanchez@broward.org</u> <u>954-831-0971</u>
<u>4.</u>		

**END OF DOCUMENT**



## LUKE MANCINI



**GENERAL SUPERINTENDENT**  
Lukem@mancon.ws

### EXPERIENCE:

**GENERAL SUPERINTENDENT**  
MAN-CON INCORPORATED | 2018 - PRESENT

**SUPERINTENDENT**  
MAN-CON INCORPORATED | 2016 - 2018  
*Superintendent*

**FOREMAN**  
MAN-CON INCORPORATED | 2014 - 2016  
Worked on multiple sewer, water, drainage, and road building projects in south Florida and gained experience in all aspects of construction from project start-up through final restorations.

**SITE SUPERVISOR**  
LOXWELL, INC. | 2011 - 2012

**ASSISTANT PROPERTY MANAGER**  
WELLINGTON LAND DEVELOPMENT | 2010 - 2012

**EDUCATION:**  
**BACHELOR of BUSINESS ADMINISTRATION:**  
**FINANCE - FLORIDA ATLANTIC UNIVERSITY | 2015**

**LICENSES / CERTIFICATIONS:**  
OSHA Basic Rigging Training Certification

OSHA CPR & First Aid Certification

OSHA Confined Space Entry Training Certification

OSHA Competent Person Training Certification

### **CLIENT REFERENCE'S**

- Pat MacGregor  
Broward County WWS  
Phone: (954) 831-0904  
Email: [pmacgregor@broward.org](mailto:pmacgregor@broward.org)
- Aaron Cutler  
Mathews Consulting  
Phone: (561) 655-6175  
Email: [Acutler@baxterwoodman.com](mailto:Acutler@baxterwoodman.com)

### **Notable Projects:**

**Hillsboro Pines Neighborhood Project | Broward County | Project Manager**

- Install 12,641 LF of Sanitary Sewer Pipe
- Install 4,000 LF of Reclaimed Water Line
- Install 10,500 LF of RCP Storm Drainage
- Landscape and Roadway Reconstruction

**Pines Village Water Main Improvements – Phase I | City of Pembroke Pines | Project Manager**

- Installation of Approximately 20,000 LF of 6", 8" & 12" Water Mains, Including Asphalt Trench Repairs
- 9,929 LF Abandonment of Existing Water Main
- 191 EA Water Services
- 365 EA Rear to Front Meter Relocations

**Watermain Replacement Project | Town of Highland Beach | Project Manager**

- Construct 7,000 LF of Water Main
- Install Aerial Crossing over Intracoastal
- 200 new Water Services

**Avenue "O" Neighborhood Infrastructure Improvements | City of Riviera Beach | Project Manager**

- 6,791 LF RCP Drainage Installation Sizes 15" – 16" DI
- 1,144 LF Remove and Replace Existing Sanitary Sewer Pipe
- 12,708 LF Furnish and Install DIP Main Pipe, Including Remove Asbestos and Grout Abandonment
- 6,761 LF Re-line Existing Sanitary Sewer
- Water Service Relocation from Rear to Front of Properties
- Complete Right of Way to Right of Way Replacement of Paved Surface, Demo and Re-Construct all Concrete Sidewalk and Driveway Aprons

**Avenue H East & West Roadway Improvements | City of Riviera Beach | Project Manager**

- Reconstruction of 8,000 LF of Roadway
- Install Drainage Structures and over 5,000 LF of RCP Drainage Pipe
- 5,500 LF of DIP Watermain
- Grout and Abandon existing Pipe
- Reline 5,055 LF of 8" VCP sewer pipe and bypass



## ENGINEERING CONTRACTORS

3460 S.W. 11<sup>th</sup> Street  
Deerfield Beach, Florida 33442

Phone: (954) 427-0230  
Fax: (954) 427-8133

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April 26, 2022

RE: Financial Statement

To Whom It May Concern:

We at Man Con Inc., would like to thank you for the opportunity to serve the City of Miramar; however, our financial statement is proprietary and confidential and therefore, we do not wish it to be made public.

Our financial records are available for your appropriate staff to review at our main office in Deerfield Beach, FL. Please advise us 48 hours in advance.

Man-Con's current ratio (assets / liabilities):

For fiscal year ending 7/31/15 - 26  
For fiscal year ending 7/31/16 - 13  
For fiscal year ending 7/31/17 - 42  
For fiscal year ending 7/31/18 - 12  
For fiscal year ending 7/31/19 - 6  
For fiscal year ending 7/31/20 - 8  
For fiscal year ending 7/31/21 - 15

If you have any questions regarding our financial information, please feel free to contact our Controller, Maria Palkovics at (954) 427-0230.

Sincerely,

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

Anthony Mancini - Vice President





April 20, 2022

Re: Man-Con, Incorporated

To Whom It May Concern:

Please let this letter serve as a bonding reference for our valued client, Man-Con Incorporated. We find this firm to be very well qualified, capably managed, well-staffed and organized, reputable, cooperative, and extremely credit worthy. Westfield is willing to consider bonding programs of \$60,000,000 single project, \$100,000,000 aggregate or greater if requested.

**Our approval of any request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability nor is it a performance bond. We have issued this letter only as a bonding reference requested by our client.**

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance Company, a member of Westfield Group, is a multi-line property and casualty insurance company, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million.

Sincerely,

John Eilar  
Regional Surety Leader  
Westfield Insurance



**WESTFIELD™**

2851 Charlevoix Drive, S.E. | Suite 325  
Grand Rapids, MI 49546  
616.649.6569  
[johneilar@westfieldgrp.com](mailto:johneilar@westfieldgrp.com)



## Banking References

### **Sal Ferradas, CFP®, CPWA®**

**Managing Director  
Private Client Advisor**

PRIVATE BANK  
401 East Las Olas Blvd. 21st Floor  
Fort Lauderdale, Florida 33301  
T 954-765-2186  
NMLS ID 521638  
[salvador.ferradas@bofa.com](mailto:salvador.ferradas@bofa.com)  
<http://private.bankofamerica.com/salvador.ferradas/>

### **Jen De Leon**

Private Bank Associate  
NMLS ID 1725815  
**PRIVATE BANK**  
FL6-812-21-01, 401 E. Las Olas Blvd, 21<sup>st</sup> Floor, Fort Lauderdale, FL 33301  
T 954-765-2519  
[jenniferde\\_leon@bofa.com](mailto:jenniferde_leon@bofa.com)  
<https://www.bankofamerica.com/privatebank>

### **Ellen Charanian**

Assistant Vice President  
Private Bank Senior Associate  
NMLS # 521631

### **PRIVATE BANK**

FL6-812-21-01, 401 E. Las Olas Blvd., 21st Floor  
Fort Lauderdale, Florida 33301  
T 954.765.2054 F 954.765.2199  
[ellen.charanian@bofa.com](mailto:ellen.charanian@bofa.com)  
<https://www.bankofamerica.com/privatebank>

## REFERENCE QUESTIONNAIRE

Reference for Contractor: Man-Con Incorporated  
 Agency Giving Reference: Town of Lauderdale-by-the-Sea  
 Person Giving Reference: Ken Rubach, Director of Public Works  
 Telephone: 954-640-4233  
 E-Mail: Kenr@lauderdalebythesea-fl.gov  
 Name of Project Completed by Contractor: Terra Mar Drive Drainage Improvements  
 What was the Dollar value of the Project: \$1,026,188.07  
 What was the Completion Date of the Project: 01/19/2021


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?	XXXX				
Did the contractor submit excessive change orders? If yes, how many? _____	YES <span style="margin-left: 100px;"><b>NO</b></span>				
How would you rate the firm's responsiveness on administrative and service issues?	XXXX				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	XXXX				
Was this awarded under a competitive process?	Yes				
How would you rate the contractor's project management, including management of sub contractors?	XXXX				
Would you use the contractor again?	<b>YES</b> <span style="margin-left: 100px;">NO</span>				
Overall, what would you rate their performance?	XXXX				

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: Ken Rubach

Title: Director of Public Works

Print Name: 

Date: 4/21/22

Additional Comments: \_\_\_\_\_

Exceptional firm who is adept at being responsive to issues in the field they encountered during this project. They work hand in hand with the municipality and residents which led to the completion of this impactful project with outstanding results.

**FAILURE TO RETURN THREE (3) REFERENCES  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

**INCORPORATED****Project Construction - Reference**

**PROJECT NAME:** Terra Mar Drive Drainage Improvements

**MAN CON JOB #:** 365

**OWNER:** Lauderdale-by-the-Sea

**Contact:** Ken Rubach

**Address:** 4501 N. Ocean Blvd  
Lauderdale-by-the-Sea, FL 33308

**PH #:** 954-640-4233

**FX #:**

**Email:** KenR@lbts-fl.gov

<b>Duration:</b>	78	<b>Total Days</b>		<b>Start</b>	November 2, 2020
<b>Schedule Compliance:</b>		Yes		<b>Finish</b>	January 19, 2021
<b>Cost:</b>	<b>Original</b>	\$1,014,387.39		<b>Final</b>	\$1,026,188.07
<b>Budget Compliance:</b>		Yes			

**Project Description:**

This project was to provide improvements to the existing drainage system in the Terra Mar Neighborhood to help reduce flooding of the roadways during large rain events. This was accomplished through the installation of 12" to 36" diameter gravity storm drainage piping, and new drainage structures which included catch basins and manholes. Following by a new pavement driving surface and associated vegetative restoration.

This project include the following critical scopes of work:

Installation of 1,300 linear feet of 12"-36" diameter Storm Drainage Pipe  
Installation of 10 Storm Drainage Structures  
Installation of 2 inline check valves  
Repair of 5 sanitary sewer laterals

**Key Project Personnel:**

Carl Morsch, Project Manager  
Jeffrey J. Mancini, General Superintendent  
Luke Mancini, Project Superintendent



## REFERENCE QUESTIONNAIRE

Reference for Contractor: Man-Con Incorporated  
 Agency Giving Reference: Seminole Tribe of Florida  
 Person Giving Reference: James Rabideau, STOF Program Delivery Manager – Construction  
 Telephone: 561-248-4098  
 E-Mail: James.Rabideau@jacobs.com  
 Name of Project Completed by Contractor: Seminole Park Site Development  
 What was the Dollar value of the Project: \$10,574,677.60  
 What was the Completion Date of the Project: 12/2020  
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	X				
Did the contractor submit excessive change orders? If yes, how many? _____	YES <span style="margin-left: 100px;">NO</span>				
How would you rate the firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process?	X				
How would you rate the contractor's project management, including management of sub contractors?	X				
Would you use the contractor again?	YES <span style="margin-left: 100px;">NO</span>				
Overall, what would you rate their performance?	X				

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

Print Name: James M. Rabideau

Title: Project Manager

Print Name: James M. Rabideau

Date: April 21, 2022

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FAILURE TO RETURN THREE (3) REFERENCES  
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

**INCORPORATED****Project Construction - Reference**

**PROJECT NAME:** Seminole Park Site Development

**MAN CON JOB #:** 349

**OWNER:** Seminole Tribe of Florida

**Contact:** James Rabideau

**Address:** 6300 Sterling Road  
Hollywood, FL 33024

**PH #:** 561-248-4098

**FX #:**

**Email:** [James.Rabideau@jacobs.com](mailto:James.Rabideau@jacobs.com)

<b>Duration:</b>	426	<b>Total Days</b>	<b>Start</b>	11/2019
<b>Schedule Compliance:</b>		Yes	<b>Finish</b>	12/2020
<b>Cost:</b>	<b>Original</b>	\$10,574,677.60	<b>Final</b>	\$10,900,000.00
<b>Budget Compliance:</b>		Yes		

**Project Description:**

Project Site Development including 53,200 CY of Mass Excavation, 124,800 CY of Embankment from On-site and Imported Materials, 18,300 SY of Asphalt Paving, 22,000 SY of 8" Limerock Base, 23,900 SY of LBR 40 Stabilized Subgrade, 6,680 SY of Concrete Sidewalk, Irrigation and Vegetative Restoration.

Utility Installation of 6,556 LF of 12"-48" RCP and HDPE Drainage Pipe, 64 drainage structures, 5,280 LF of 8" C-900 Water Main, 1,455 LF of 12" C-900 Water Main, 76 Single Water Services, 1,191 LF of 8" SDR26 Sanitary Sewer Main, 3,354 LF of 10" SDR26 Sanitary Sewer Main, 19 Sanitary Sewer Manholes, 76 Sewer Lateral Services.

**Man-Con Incorporated Key Employee's for this project:**

Jeffrey J. Mancini, General Superintendent

Anthony J. Mancini, Project Manager

Michael Iacobelli, Senior Project Manager

Kevin Rutherford, Project Superintendent

C. Eric Moulton, Restoration Superintendent

## REFERENCE QUESTIONNAIRE

Reference for Contractor: Man-Con Incorporated  
 Agency Giving Reference: Broward County Water and Wastewater Services  
 Person Giving Reference: LUZ A. SANCHEZ  
 Telephone: 954 831 0971  
 E-Mail: LUSANCHEZ@BROWARD.ORG  
 Name of Project Completed by Contractor: Utility Analysis Zone 122  
 What was the Dollar value of the Project: \$14,466,032.93  
 What was the Completion Date of the Project: 03/2020

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 <span style="margin-left: 100px;">NO</span>				
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? <span style="float: right;">YES</span>					
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES <span style="margin-left: 100px;">NO</span>				
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: LUZ A. SANCHEZ Title: CONSTRUCTION PROJECT MANAGER

Print Name: \_\_\_\_\_ Date: 04/22/2022

Additional Comments: Excellent performance, top quality team.

**FAILURE TO RETURN THREE (3) REFERENCES  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**



**INCORPORATED****Project Construction - Reference**

**PROJECT NAME:** Utility Analysis Zone 122

**MAN CON JOB #:** 347

**OWNER:** Broward County Water and Wastewater Services

**Contact:** Luz Sanchez, Project Manager

**Address:** 2555 W Copans Rd  
Pompano Beach, FL 33069

**PH #:** 954-831-0971

**FX #:**

**Email:** [Lusanchez@broward.org](mailto:Lusanchez@broward.org)

<b>Duration:</b>	607	<b>Total Days</b>		<b>Start</b>	03/2019
<b>Schedule Compliance:</b>		Yes		<b>Finish</b>	3/2020
<b>Cost:</b>	<b>Original</b>	\$13,369,728.55		<b>Final</b>	\$14,466,032.93
<b>Budget Compliance:</b>		Yes			

**Project Description:**

Construct 27,630 LF of 4", 6", 8", 10", 12", & 16" Water Main and appurtenances including abandonment of existing mains and 2" water services

Construct 16,666 LF of 8", 10", 12" & 14" Sanitary Sewer Main and appurtenances including abandonment or removal of existing mains, laterals, new lift station, demo & removal of two ex lift stations, 1,600 LF of force main, CIPP lining of existing sanitary sewer, rehabilitation of existing sanitary sewer manholes.

Horizontal Directional Drill installation of 8" & 12" Water Mains and Force Main crossing existing canals and under Oakland Park Blvd.

Complete roadway re-construction and realignment throughout existing multifamily development.

Tree removal and replacement and replacement of all disturbed sod and landscape.

**Key Project Personnel:**

Jeffrey J. Mancini, General Superintendent  
Anthony J. Mancini, Project Manager  
Michael Iacobelli, Senior Project Manager  
Kevin Rutherford, Project Superintendent  
C. Eric Moulton, Restoration Superintendent



**BID BOND**

STATE OF Florida )  
 ) ss:  
COUNTY OF Broward )

**KNOW ALL MEN BY THESE PRESENTS** that we,  
Man-Con Incorporated, as principal, and  
Westfield Insurance Company, as Surety, are held and firmly bound unto the  
City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of  
Five Percent of Amount Bid \_\_\_\_\_ Dollars (\$5% of Amount Bid \_\_\_\_\_), lawful money of the United  
States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR-  
"HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV" IFB-22-008, 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 April 26th, 2022.

For:

HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV

IFB No. 22-008

**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 26th day of April, 2022, 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

\_\_\_\_\_  
3460 SW 11th Street,  
(Business Address)

\_\_\_\_\_  
Deerfield Beach, FL 33442  
(City, State, Zip)

\_\_\_\_\_  
954-427-0230  
(Business Phone)

**ATTEST:**

\_\_\_\_\_  
Secretary Luke Mancini

\_\_\_\_\_  
Man-Con Incorporated  
(Corporate Principal)\*

By: \_\_\_\_\_  
Vice President  
(Title)

**ATTEST:**

\_\_\_\_\_  
Secretary  
\*Impress Corporate Seal

\_\_\_\_\_  
Westfield Insurance Company  
(Corporate Surety)\*  
By: \_\_\_\_\_  
Angelo G. Zervos, Attorney-in-Fact

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

**END OF DOCUMENT**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/14/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2141882 09

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**GUS E. ZERVOS, ANGELO G. ZERVOS, DONALD W. BURDEN, STEPHEN M. ZERVOS, MICHAEL G. ZERVOS, JOINTLY OR SEVERALLY**

of **SOUTHFIELD** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **14th** day of **DECEMBER** A.D., **2018**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Dennis P. Baus*

By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **14th** day of **DECEMBER** A.D., **2018**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **26th** day of **April** A.D., **2022**.



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**

## ANTI-KICKBACK AFFIDAVIT

STATE OF Florida )  
 ) ss:  
COUNTY OF Broward )

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

DATED: 4/26/22

BY: 

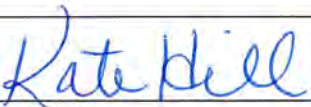
(Signature)

NAME: Anthony Mancini  
(Print)

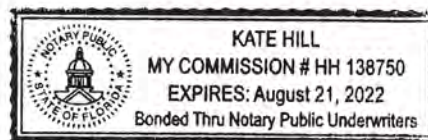
TITLE: Vice President

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022, by Anthony Mancini, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public  
State of Florida at Large

My commission expires: 8/21/22



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 The City of Miramar  
by Anthony Mancini  
for Man-Con Incorporated  
whose business address is 3460 SW 11th Street, Deerfield Beach, FL 33442

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2547432

(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: 4/26/22

BY:   
(Signature)

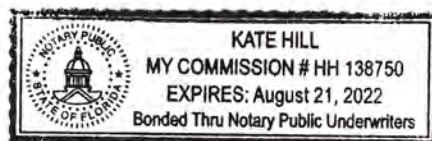
NAME: Anthony Mancini  
(Print)

TITLE: Vice President

STATE OF FLORIDA     )  
                                      ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022, by Anthony Mancini, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public  
State of Florida at Large



My commission expires: 8/21/22

END OF DOCUMENT



## TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "HISTORIC MIRAMAR INFRASTRUCTURE  
IMPROVEMENT, PHASE IV"

Project Number: IFB No. 22-008

Project Location: Historic Miramar bounded by County Line Road, SW 64<sup>th</sup> Avenue, Miramar Parkway and Florida's Turnpike.

### Instructions:

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

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

### CERTIFICATION

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

One hundred fifty thousand Dollars

(Written)

Dollars \$ 150,000.00

(Figures)

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

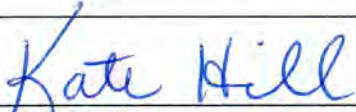
Certified: Man-Con Incorporated  
(Company Contractor)

By:   
(President/ Principal's Signature)

Anthony Mancini  
(President/ Principal's Type or Print Name)

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022 by  
Anthony Mancini, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

  
Notary Public  
State of Florida at Large

My commission expires: 8/21/22



END OF DOCUMENT

## NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD )

Anthony Mancini being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of Man-Con Incorporated, 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:

Carl Morsch  
Witness

Maria Palkovics  
Witness

By: [Signature]

Anthony Mancini  
(Print Name)

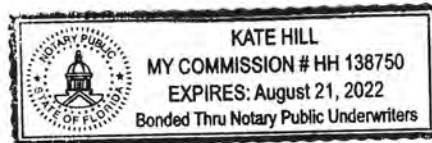
Vice President  
(Title)

STATE OF FLORIDA       )  
                                      ) ss:  
COUNTY OF BROWARD    )

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022, by  
Anthony Mancini, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

Kate Hill  
Notary Public  
State of Florida at Large

My commission expires: 8/21/22



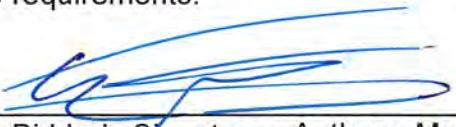
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**DRUG FREE WORKPLACE (Tie Bid Form)**  
**FLORIDA STATE STATUTE SECTION 287.087**

**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.



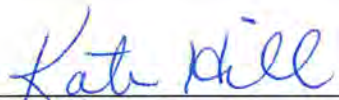
Bidder's Signature Anthony Mancini

4/26/22

Date

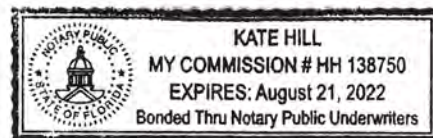
STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022, by  
Anthony Mancini, who is personally known to me or has produced  
\_\_\_\_\_ as identification.



Notary Public  
State of Florida at Large

My commission expires: 8/21/22



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: 4/26/22

BY: 

(Signature)


NAME: Anthony Mancini

(Print)

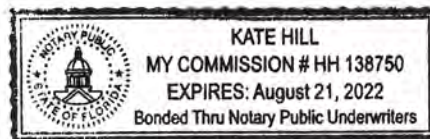
TITLE: Vice President

STATE OF FLORIDA     )  
                                      ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this 26th day of April, 2022, by Anthony Mancini, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public  
State of Florida at Large

My commission expires: 8/21/22



END OF DOCUMENT

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



## BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Man-Con Incorporated

Address: 3460 SW 11th Street, Deerfield Beach, FL 33442

Phone No.: 954-427-0230

Email Address: Anthony@mancon.ws

Contact Person (Regarding This Form): Anthony Mancini

### Type of Business (check the appropriate type):

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

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).  
**A copy of FCBE Certification must be attached to this form**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO X**  
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.  
**Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.**
- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.  
**Attach a copy of a current Miramar Business Tax Receipt to this form.**

**END OF DOCUMENT**

N/A

## BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

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

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public)

My commission expires: \_\_\_\_\_ (SEAL)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**END OF DOCUMENT**

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

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name Man-Con Incorporated	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 3460 SW 11th Street	
City, state, and ZIP code Deerfield Beach, FL 33442		Requester's name and address (optional) City of Miramar
List account number(s) here (optional)		2300 Civic Center Place

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number								
or								
Employer identification number								
5	9	2	5	4	7	4	3	2

**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. person (including a U.S. resident alien).

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

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶ 4/26/22

**Purpose of Form**

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

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

**AGREEMENT CERTIFICATE (if Corporation)**

STATE OF FLORIDA       )  
                                      ) ss:  
COUNTY OF BROWARD )

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Man-Con Incorporated, hereinafter "the Corporation", existing under the laws of the State of Florida, held on April 26, 2022, the following resolution was passed and adopted: "BE IT RESOLVED THAT Anthony Mancini (name), as Vice President (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 26th day of April, 2022.

  
\_\_\_\_\_  
Secretary Luke Mancini

(SEAL)

**END OF DOCUMENT**



N/A

**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

(SEAL)

**END OF DOCUMENT**



N/A

**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**



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**MANCINI, ANTHONY JEFFREY**

MAN-CON INCORPORATED  
3460 SW 11TH STREET  
DEERFIELD BEACH FL 33442

**LICENSE NUMBER: CGC1526881**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

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





Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MANCINI, GUY ANTHONY**

MAN-CON INCORPORATED

3460 SW 11TH STREET

DEERFIELD BCH FL 33442

**LICENSE NUMBER: CUC056856**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

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





# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

**DBA:**  
**Business Name:** MAN CON INCORPORATED

**Receipt #:** 180-5159  
**Business Type:** GENERAL CONTRACTOR (BUILDING CONTRACTOR)

**Owner Name:** ANTHONY JEFFREY MANCINI/QUAL  
**Business Location:** 3460 SW 11 ST  
DEERFIELD BEACH  
**Business Phone:** 954-427-0230

**Business Opened:** 03/26/2003  
**State/County/Cert/Reg:** CGC1526881  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
20

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

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

**Mailing Address:**

MAN CON INCORPORATED  
3460 SW 11 ST  
DEERFIELD BEACH, FL 33442

**Receipt #** 1CP-20-00013072  
**Paid** 08/17/2021 54.00

**2021 - 2022**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

**DBA:**  
**Business Name:** MAN CON INCORPORATED

**Receipt #:** 189-1779  
**Business Type:** ALL OTHER TYPES CONTRACTOR  
(UNDERGROUND UTILITY & EXCT  
CTR)

**Owner Name:** GUY ANTHONY MANCINI/QUAL  
**Business Location:** 3460 SW 11 ST  
DEERFIELD BEACH  
**Business Phone:** 954-783-9806

**Business Opened:** 08/01/1985  
**State/County/Cert/Reg:** CUC056856  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
4

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

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

**Mailing Address:**

MAN CON INCORPORATED  
3460 SW 11 ST  
DEERFIELD BEACH, FL 33442

**Receipt #** 1CP-20-00013072  
**Paid** 08/17/2021 27.00

**2021 - 2022**



Business Tax Office  
150 NE 2<sup>nd</sup> Ave.  
Deerfield Beach, FL 33441  
Phone: (954)480-4333  
E-mail: web.btr@deerfield-beach.com



Deerfield Beach  
Florida

Business Tax Receipt License  
2021-2022  
License Number: 22-00009581

Date Issued: 8/13/2021  
Expires: 9/30/2022

MAN-CON INC  
3460 SW 11 ST

DEERFIELD BEACH FL 33442

Classification: GENERAL CONTRACTOR'S OFFICE  
Business Location: 3460 SW 11 ST  
Service(s): OFFICE: 1 GNL CNTR; 1 EXCAV  
Control Number: 0112040

Tax Amount: \$ 58.80	Add. Fees: \$ 208.40	Penalty: \$ 0.00	Total Amount Paid: \$267.20
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Notice: This Tax Receipt becomes **NULL** and **VOID** if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records

**\*\*\* Business Tax Receipt \*\*\***

**2021-2022**

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1<sup>st</sup> to September 30<sup>th</sup>. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at [www.deerfield-beach.com/signage](http://www.deerfield-beach.com/signage).

**Increase traffic to your business by participating in the City's Recycling Rewards Program!**

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at [infor@recyclingperks.com](mailto:infor@recyclingperks.com). For Information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

# *State of Florida*

## *Department of State*

I certify from the records of this office that MAN-CON, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 31, 1985.

The document number of this corporation is H40555.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 1, 2021, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of September,  
2021*



*Randy R. Lee*  
**Secretary of State**

Tracking Number: 3573721933CU

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

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

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/21/22

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

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

<b>PRODUCER</b> <b>ZERVOS GROUP INC</b> 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	<b>CONTACT NAME:</b> Nyssa Pace <b>PHONE (A/C, No, Ext):</b> 248 355-4411 <b>E-MAIL ADDRESS:</b> nyssa@zervosgroup.com		<b>FAX (A/C, No):</b> 248 355-2175
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Insurance Company <b>INSURER B:</b> Valley Forge Insurance Company <b>INSURER C:</b> Evanston Insurance Company <b>INSURER D:</b> AGCS Marine Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b>
<b>INSURED</b> <b>MAN-CON INCORPORATED</b> 3460 SW 11th Street Deerfield Beach, FL 33442			

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

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

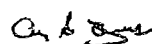
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual</b> <input checked="" type="checkbox"/> <b>X, C &amp; U</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	2077256991	07/31/2021	07/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	2095076554	07/31/2021	07/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	X	X	2095076568	07/31/2021	07/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	2077257008	07/31/2021	07/31/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Pollution</b>	X	X	CPLMOL107467	07/31/2021	07/31/2022	\$2,000,000/\$4,000,000
D	<b>Lease/Rented Equi</b>			SML93021954	07/31/2021	07/31/2022	\$150,000
D	<b>Install Floater</b>			SML93021954	07/31/2021	07/31/2022	\$350,000/\$1000 Ded

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

**RE: HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS, PHASE IV - BIDS NO. 22-008**

City of Miramar is included as an additional insured for ongoing and completed operations with respects to the General Liability and Auto Liability policies, when required by written contract. Waiver of subrogation applies in favor of the additional insured on the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

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



**EXTENDED COVERAGE ENDORSEMENT - BA PLUS**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

  - a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
  - b. Does not apply to:
    - (1) **Bodily injury or property damage** caused by an accident that occurred before you acquired or formed the organization; or
    - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4)** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

**C. Fellow Employee**

**SECTION II, Paragraph B.5** does not apply.

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 1 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2021

Policy Page: 111 of 166

INSURED

00020021158140001171780450447





Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Towing**

**SECTION III, Paragraph A.2.**, is revised to include Light Trucks up to 10,000 pounds G.V.W:

**B. Transportation Expenses**

**SECTION III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**SECTION III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Personal Property**

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an insured; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

**E. Rental Reimbursement**

The following is added to **SECTION III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of loss to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.
  1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:
    - (a) The number of days reasonably required to repair or replace the covered auto; or,
    - (b) 15 days.
  2. Our payment is limited to the lesser of the following amounts:
    - (a) Necessary and actual expenses incurred; or,
    - (b) \$25 per day subject to a maximum of \$375.
  3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
  4. If loss results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.





**F. Hired "Autos"**

The following is added to **SECTION III, Paragraph A.:**

**5. Hired Autos**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per **accident**.

**G. Airbag Coverage**

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**H. Electronic Equipment**

**SECTION III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**I. Diminution In Value**

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 3 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2021

Policy Page: 113 of 166



**Business Auto Policy  
Policy Endorsement**

- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
- (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV)

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **SECTIONS II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your **executive officers**, except:
- a. An **auto** owned by that **executive officer** or a member of that person's household; or
  - b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
  - (2) Excess over any other collectible insurance.
2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are insureds while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **SECTION IV, Paragraph A.2.a**.

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b**.

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Concealment, Misrepresentation or Fraud**

The following is added to **SECTION IV, Paragraph B.2**.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**C. Policy Period, Coverage Territory**

**SECTION IV, Paragraphs 7.(5).(a)**, is revised to provide:

- a. 45 days of coverage in lieu of 30 days

**IV. DEFINITIONS**

**SECTION V, Paragraph C**, is deleted and replaced by the following:

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 4 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2021

Policy Page: 114 of 166



**Business Auto Policy  
Policy Endorsement**

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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INSURED

00020021188140001171760450449



Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 2095076554

Policy Effective Date: 07/31/2021

Endorsement No: 22; Page: 5 of 5

Policy Page: 115 of 166

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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CONTINENTAL CASUALTY COMPANY

Insured Name: MAN-CON INC

Policy No: 2077256991

Endorsement No: 5

Effective Date: 07/31/2021

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. Th



**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,  
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

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CONTINENTAL CASUALTY COMPANY

Insured Name: MAN-CON INC

Policy No: 2077256991

Endorsement No: 5

Effective Date: 07/31/2021



## Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



**Contractors' General Liability Extension Endorsement**

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

**A.** For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**B. All:**

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

**C.** The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

**D.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:**i.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

**a. professional health care services** on behalf of the **Named Insured** or

**b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

**ii.** delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

**iii.** amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.





## Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

## 17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

**7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

**Contractors' General Liability Extension Endorsement**

- B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.1.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4) and (6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



## Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed Operations  
Coverage - Limited Liability Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
    1. the **Named Insured's** acts or omissions; or
    2. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
  - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
    1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    2. this coverage **part** provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
  - B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

CNA75081XX (1-15)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: MAN-CON INC

Policy No: 2077256991

Endorsement No: 7

Effective Date: 07/31/2021



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed Operations  
Coverage - Limited Liability Endorsement**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. The **bodily injury** or **property damage**; or
  2. The offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**INCORPORATED**

**MAN CON INCORPORATED**

**EQUIPMENT LIST**

EQUIPMENT #	TYPE	YEAR	MODEL - MFR	SERIAL NUMBER - ID
201	GRADER	1996	CAT 135 H	3YX00143
203	ROLLER	2000	DYNAPAC CC122	60114971
204	ROLLER	1996	DYNAPAC CC102	600111930
209	TRACTOR		INTERNATIONAL 2500	2340062U202141
211	BROOM TRACTOR	1997	MASSEY FERGUSON 253	D51163
214	COMBO	2004	CAT 420D	FDP14988
215	COMBO	2005	CAT 420D IT	CBLN11506
216	LOADER	2006	CAT 262B SKID	0262BJPDT02887
217	LOADER	2003	938G SER 2	CRD00824
218	LOADER	1999	938G	4YS00883
223	BACKHOE	2006	KOMATSU PC 308	30050
229	BACKHOE	2004	KOMATSU PC138 USLC-2	1345
231	MILLING MACHINE	2006	ASPHALT ZIPPER AZ 500	50000177
233	GENERATOR	2005	WACKER	5560437
234	PUMP	1994	SLOAN 6"	1322
235	PUMP	1999	THOMPSON 12"	V-654
236	PUMP	1997	THOMPSON 12"	V-661
243	PUMP	1989	THOMPSON JET 4"	4J-116
244	COMPRESSOR		HATZ DIVE	
245	COMPRESSOR		SULLIVAN AIR	D185Q5
246	WELDER		MILLER BIG 50	KD372275
248	LOADER	2008	JD 544J	DW544JZ617435
249	BROOM TRACTOR	2005	MASSEY FERGUSON MF461-2	EN24027
251	INGRAM ROLLER	1988	3 WHEEL	588648 EB 14
252	ROLLER	2007	DYNAPAC 134D	81270186
253	MINI EXCAVATOR	2011	CAT 305-5DCR	FLZ00474
254	WHEEL LOADER	2012	CAT 924K	PWR00814
255	COMPACT TRACK LOADER	2014	BOBCAT T110	AE0H11925
256	WACKER REVERSESIBLE PLATE COMPACTOR	2014	BPU4045A	10373520
259	COMPACT TRACK LOADER	2016	CAT 299 D2	FD 200514
260	KOMATSU HYDR. EXCAVATOR	2016	PC138USLC-11	50176
261	JOHN DEERE	2016	644K LOADER	1DW644KZTGF674436
262	COMPACT TRACK LOADER	2018	CAT 279D	GTL05809
263	TRACK EXCAVATOR	2018	CAT 336FL	RKB20749
264	CAT MINI EXCAVATOR	2019	CAT 301.7	JH700962
265	Double Drum Compactor Roller	2020	CAT CB22B	2B200416
266	MILLING MACHINE	2005	ASPHALT ZIPPER 360-185A	AZ0588R
267	CAT MINI EXCAVATOR	2022	CAT 306	6G605538
	SKID-PACK COMPACTOR			
	WACKER REVERSESIBLE PLATE COMPACTOR			DPU504514
	6X14 TRENCH BOX			132259
	ARIES SEEKER PUSH CAMERA			6072801
	PIPE LASER	2012	TRIMBLE DG711	23369
	WACKER REVERSESIBLE PLATE COMPACTOR		BPU3545A	1761031
	WACKER REVERSESIBLE PLATE COMPACTOR	2016	DPU5545HE	10631585

## EXHIBIT B to Exhibit: Project Schedule

Project Schedule is forthcoming and will be provided by the Contractor prior to project commencement.



**HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS, PHASE IV  
INVITATION FOR BIDS NO. 22-008  
Bid Opening – April 26, 2022**

COMPANY NAME		TOTAL BASE BID
1	DAVID MANCINI & SONS, INC.	\$16,036,862.77
2	LANZO CONSTRUCTION COMPANY	\$14,268,193.67
3	MAN-CON, INCORPORATED*	\$12,907,320.67
4	METRO EXPRESS	\$14,986,996.67

**NOTE:** Offers listed from the Vendors herein are only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

\*Indicates the lowest responsive, responsible Bidder.



**CITY OF MIRAMAR**

**HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS, PHASE IV  
IN MIRAMAR, FLORIDA**

**INVITATION FOR BIDS NO. 22-008**



**The City of Miramar Commission:**

**Wayne M. Messam  
Yvette Colbourne  
Winston F. Barnes  
Maxwell B. Chambers  
Alexandra P. Davis**

**Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner**

**City Manager  
Whittingham O. Gordon**

**City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025**

**DATE ISSUED: MARCH 13, 2022  
DATE DUE: APRIL 12, 2022, 3:00 P.M.**

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## **APPENDICES**

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## SECTION 00100 – PUBLIC NOTICE INVITING BIDS

### CITY OF MIRAMAR HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV INVITATION FOR BIDS NO. 22-008

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

**I. MANDATORY WEBEX PRE-BID MEETING:** The City will hold a mandatory pre-bid conference via Webex on March 28, 2022, at 10:30 A.M. Site visit instructions will be discussed at the meeting. Webex instructions are as follows:

#### **Meeting Information:**

**Meeting link:** <https://miramarfl.webex.com/miramarfl/j.php?MTID=m9eafa7a921339944cb355ab4fab998d>

**Meeting number:** 2315 594 8321

**Password:** aJDDdVJ3e32

**Host key:** 539913

**Join by video system:** Dial 23155948321@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 594 8321

**Host PIN:** 5487

**At the start of the meeting, please send an email indicating you are on the call to: [bamartin@miramarfl.gov](mailto: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](mailto:bamartin@miramarfl.gov), no later than **March 31, 2022, at 6:00 P.M.** **Absolutely no questions will be answered if submitted after the question submittal deadline.**

**II. BIDS DUE ON DEMANDSTAR.COM on April 12, 2022, at 3:00 P.M.**

**III. WEBEX OPENING OF BIDS RECEIVED VIA DEMANDSTAR.COM:** Timely Bids received on Demandstar.com will be opened and read via webex call at **3:30 P.M. on December April 12, 2022.** Webex instructions are as follows:

#### **Meeting Information:**

**Meeting link:** <https://miramarfl.webex.com/miramarfl/j.php?MTID=m1df97784e95106d255a7518bbcf9c8db>

**Meeting number:** 2317 983 1831

**Password:** svDKDjPT763

**Host key:** 164985

**Join by video system:** Dial 23179831831@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 983 1831



**At the start of the meeting, please send an email indicating you are on the call to: [bamartin@miramarfl.gov](mailto: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.**

**SCOPE OF WORK:** The scope of work entails the following:

The Scope of Work includes but is not limited to all labor, materials, machinery, tools, equipment and incidentals, as necessary for the construction of the various improvements within the Historic Miramar Infrastructure Improvements Project - Phase IV, including the installation of exfiltration trench, storm sewer piping, storm structures, driveway apron replacement, sidewalk replacement, milling and resurfacing, water and sanitary sewer deflections, watermain construction, pervious pavement, pavement patching, pavement marking, swale reconstruction, irrigation system repair, sod restoration, coordination with existing utilities, and additional right-of-way restoration.

**Link to Plans:** <https://craventhompson.sharefile.com/d-s6ac7cb0417bf422c902fd5ccf53b846a>

**PROJECT LOCATION:** The Project is located in the general area bounded by SW 64 Avenue to the east, County Line Road to the south, Florida Turnpike to the west, and Miramar Parkway to the north in the City of Miramar, Florida.

**COMPLETION OF WORK:** The Work shall be substantially complete within 560 calendar Days after the Notice to Proceed is issued and shall be closed out within 90 calendar Days after the Notice to Proceed is issued. Ten weather Days or rain Days are included within the overall Contract time of 650 calendar Days. However, the Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion, e.g., a schedule that demonstrates that all actual Work will be underway and substantially completed within 560 calendar Days. If the Contractor elects to delay the start of the Project (utilizing any of the allowable 10 Days after issuance of the Notice to Proceed set forth in Article 3 of the Agreement), then the schedule shall reflect the actual start date and the 650 calendar Days to complete the Work must be reduced accordingly.

**SOLICITATION DOCUMENTS:** The Contract Documents are entitled: CITY OF MIRAMAR – Historic Miramar Infrastructure Improvements, Phase IV, IFB NO. 22-008. Copies of this Solicitation package may be obtained at no charge from [DemandStar.com](https://www.demandstar.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	March 13, 2022
Mandatory Pre-Bid meeting	March 28, 2022, at 10:30 A.M.
Deadline for written questions	March 31, 2022, at 6:00 P.M.
Due Date and Time Bids due in Demandstar.com	April 12, 2022, at 3:00 P.M.
Due Date, Time of Opening of Bids via webex call  <b><u>BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS MUST BE SUBMITTED VIA DEMANDSTAR.COM</u></b>	April 12, 2022, at 3:30 P.M.

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

**CITY'S RIGHTS RESERVED:** The City reserves the right to reject any or all Bids, to waive any informality in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder and 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: APRIL 12, 2022, AT 3:00 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.**

**END OF SECTION**

## **SECTION 00200 - GENERAL TERMS AND CONDITIONS**

### **2.01 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

The term "City Commission" shall mean the governing and legislative body of the City.

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



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

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

The term "Consultant" shall mean the Architect or Engineer of record or 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. "Contract" shall refer to the enclosed contract, provided for illustrative purposes only, and subject to modification by the City.

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 official 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 “FCBE Firm” shall refer to a business that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity.

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

The terms "Invitation for Bids", "IFB", or "Solicitation" shall mean this Invitation for Bids, including any Exhibits and Attachments as approved by the City and amendments or Addenda issued by the Procurement Department.

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

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

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

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the terms and conditions stated within this Invitation for Bids, by the time specified, the City may enter 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 term "Plans" and/or "Drawings" shall mean the official graphic representations of this Project.

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

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

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

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

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical

descriptions of products and execution of the Work.

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

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

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

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

The term "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 "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 Work Days only. No time extension will be allowed for weekend rains.

The term "Work Day" 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

Copies of this Solicitation package may be obtained at [www.DemandStar.com](http://www.DemandStar.com).

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.

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

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 at pre-bid conferences; oral presentations before selection committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission on matters not related to this Solicitation.

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

The address, fax number and email for the Procurement Department is:

2200 Civic Center Place

Miramar, FL 33025

Fax: (954) 602-3491

Email: [bamartin@miramarfl.gov](mailto: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.

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/FCBE or SBE Firms and Local Bidders.

When applicable, the City encourages CBE/SBE/FCBE firms to compete for City contracts, and also encourages non-CBE/SBE/FCBE firms and other minority vendors to use CBE/SBE/FCBE firms as subcontractors. The City, its vendors, Suppliers, and Contractors should take all necessary and reasonable steps to ensure that CBE/SBE/FCBE businesses have the

opportunity to compete for and perform Contract work for the City in a nondiscriminatory environment.

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

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

- 1) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE/FCBE or SBE Firm who is the Prime contractor. Such preference shall apply to Bids or proposals for commodities, Services and construction.
  - 2) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business, who is the Prime contractor. Such preference shall apply to Bids or proposals for commodities, Services and construction.
  - 3) A vendor, who is the Prime contractor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if the greater of any one of the following is satisfied: 1) it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents in the company's local workforce; or 2) Miramar residents constitute a minimum of 20 percent of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities and services.
- e) Drug-free Workplace Preference.

All public Bids are subject to the City's "Preference to Businesses with Drug-free Workplace Program" as defined in Section 2-456 of the City's Code, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT.**"

f) Anti-Kickback Affidavit.

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

g) Antitrust Laws.

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

h) Conflicts of Interest.

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

i) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled **“NON-DISCRIMINATION AFFIDAVIT.”**

k) Business/Vendor Profile Survey.

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

l) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit

a collusive or sham Bid in connection with the Work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid form entitled “**NON-COLLUSIVE AFFIDAVIT.**”

m) Request for Taxpayer Identification Number and Certification.

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

n) Florida Trench Safety Act.

All Bidders shall submit the duly signed and notarized Bid form entitled “**TRENCH SAFETY ACT COMPLIANCE STATEMENT.**”

## 2.06 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 ORAL PRESENTATIONS

Not applicable to this Solicitation.

## 2.11 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.

## 2.12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the "Public Records Law." Any person wishing to view the Bids must make an appointment with the City's Clerk.

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 in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder. Bidders, when submitting their Bids, must clearly notify the City of any proprietary information within their Bid.

## 2.13 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.

## 2.14 AWARD OF AN AGREEMENT

### a) AGREEMENT.

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

### b) Voluntary Reduction in Price.

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

### c) Additional Information.

The award of an Agreement, or forfeiture of an award, may be conditioned on the timely submission of additional documents. The apparent Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required or request by the City. Where the apparent Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "Non-Responsive" and shall forfeit its Bid Bond to the City.

### d) Independent Contractor.

The Successful Bidder shall be a Contractor operating independently from the City. All employees and Contractors of the Successful Bidder shall be 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.

## 2.15 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, [www.miramarfl.gov/cityclerk/sunshine](http://www.miramarfl.gov/cityclerk/sunshine). 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 requires a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent of the amount of the pending award or \$5,000.00.

## 2.16 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.

## 2.17 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."

## 2.18 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 Site Contractor, or General Contracting firm engaged in general contracting or site contracting, as the Prime, with a minimum of three (3) consecutive years' experience.
2. The Successful Bidder shall submit three (3) projects comparable in size and complexity that has been completed within the last three 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 verifiable references will deem the Bid "Non-Responsive."**

## 2.19 PARTICIPATION PLAN

This project contains a participation plan where the Successful Bidder must agree to the City's minimum goal requirement of 15% of the Services to be performed by a CBE / SBE and 5% of the Services to be performed by a Local vendor. The Successful Bidder must agree to make a good faith effort at recruiting vendors to complete the Services and shall submit a statement with its bid indicating same along with a proposed Subcontractors list showing anticipated Approved Vendors.

## 2.20 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."

## 2.21 VENDOR 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. The Vendor Performance Evaluation form is provided for informational purposes only.

## 2.22 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 in order to accept credit card payments by the City 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.



## 2.23 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may visit the following website: <https://www.miramarfl.gov/189/Vendor-Registration>.

**END OF SECTION**

**SECTION 300 – BID FORMS**  
**BID COVER SHEET – IFB No. 22-008**

**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 Bid No. IFB-No. 22-008 to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR – "HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS - PHASE IV. "**

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](mailto: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 the following Addenda (receipt of all of which is hereby acknowledged):

Number		Date	
	_____		_____
	_____		_____
	_____		_____
	_____		_____

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

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BIDDER:

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(Company Name)

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(Signature)

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(Printed Name and Title)

**END OF DOCUMENT**

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

**CITY OF MIRAMAR  
HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS - PHASE IV  
IFB NO. 22-008**

**BID FORM SUMMARY**

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
-	-	-	-	-	-
	<b><u>GENERAL PAY ITEMS (ALL GROUPS)</u></b>	-	-	-	-
1	Bonds and Insurance (2%)	1	LS		
2	Mobilization (4%)	1	LS		
3	Maintenance of Traffic (MOT) (3%)	1	LS		
4	Construction Survey Test Holes and Asbuilts	1	LS		
5	Prevention Control and Abatement of Erosion and Water Pollution (1%)	1	LS		
6	Root Pruning Allowance	1	AL	\$25,000.00	\$25,000.00
7	Unforeseen Utility Locates or Break Repair	1	AL	\$75,000.00	\$75,000.00
8	Permit, Licenses & Fee (1.75%)	1	AL	\$225,502.67	\$225,502.67
9	Materials Testing	1	LS		
-	<b><u>GENERAL PAY ITEMS SUB-TOTAL</u></b>	-	-	-	-
-	-	-	-	-	-
	<b><u>GROUP "A" DRAINAGE INFRASTRUCTURE IMPROVEMENTS</u></b>	-	-	-	-
	<b><u>EARTHWORK</u></b>	-	-	-	-
A1	Clearing and Grubbing	1	LS		
A2	Swale Excavation and Grading	43,671	SY		
A3	Furnish and Install Sod	55,470	SY		
	<b><u>EARTHWORK SUB-TOTAL</u></b>				



	<b><u>DRAINAGE</u></b>	-	-	-	-
A4	Remove and Dispose Drainage Pipe/Exfiltration Trench	2,323	LF		
A5	Remove and Dispose of Existing Drainage Structures	56	EA		
A6	Furnish and Install 4' Dia. or 4'x4' Catch Basin	210	EA		
A7	Furnish and Install 5' Dia. or 5'x5' Catch Basin	16	EA		
A8	Furnish and Install 4' Dia. or 4'x4' Manhole	53	EA		
A9	Furnish and Install 5' Dia. or 5'x5' Manhole	12	EA		
A10	Core Existing Structure & Connect Proposed Pipe	13	EA		
A11	Furnish and Install 6'x6' Exfiltration Trench with 18" Perforated HP Storm Pipe	12,265	LF		
A12	Furnish and Install 15" HP Storm Pipe	2,451	LF		
A13	Furnish and Install 18" HP Storm Pipe	9,000	LF		
A14	Furnish and Install 24" HP Storm Pipe	990	LF		
A15	Furnish and Install Metal Pollution Retardant Baffle or Metal Weir (any size both inverted or regular)	114	EA		
A16	Cut Existing Pipe and Connect to Proposed Drainage Structure	12	EA		
A17	Furnish and Install Concrete Apron	214	EA		
A18	Line Existing Storm Pipe with C.I.P.P (15" - 24")	2,850	LF		
A19	Topographic & Location Survey at 18 Outfall/Endwall Locations with Pothole of Pipe Elevation For Top of Existing Pipe at Each	1	LS		
A20	Furnish & Install Endwall for 15" DIA. Opening per FDOT Index 250	15	EA		
A21	Furnish & Install Endwall for 18" DIA. Opening per FDOT Index 250	2	EA		
A22	Furnish & Install Endwall for 24" DIA. Opening per FDOT Index 250	1	EA		
A23	Furnish & Install Concrete Collar at Pipe Connection	18	EA		
A24	Furnish & Install 15" RCP Pipe at Outfall	256	LF		
A25	Furnish & Install 18" RCP Pipe at Outfall	35	LF		
A26	Furnish & Install 24" RCP Pipe at Outfall	18	LF		

A27	All Demolition Required to Construct 18 Outfalls/Endwalls (Includes Tree Removal)	1	LS		
A28	Special Mobilization for Work at Endwall Construction Locations in Lake Bank	1	LS		
A29	Embankment Restoration/Regrading/Stabilization/Resodding at 18 Endwall Locations	1	LS		
-	-	-	-	-	-
-	<b><u>DRAINAGE SUB-TOTAL</u></b>	-	-	-	-
-	-	-	-	-	-
	<b><u>PAVING</u></b>	-	-	-	-
A30	Mill & Resurface 1" Asphalt (SP-9.5)	70,216	SY		
A31	Full Roadway Reconstruction (2" Asphalt, 8" Limerock Base, 12" Stabilized Subgrade)	2,000	SY		
A32	Pavement Restoration (2" Asphalt, 16" Limerock Base)	13,145	SY		
A33	Remove & Dispose Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers)	2,393	SY		
A34	Remove & Dispose Existing Asphalt Pavement	17,521	SY		
A35	Furnish & Install Concrete Driveway includes 12" Compacted Subgrade	974	SY		
A36	Furnish & Install Concrete Sidewalk includes 6" Compacted Subgrade	975	SY		
A37	Furnish & Install Asphalt Driveway Section 1" Asphalt, 6" Limerock Base	1,932	SY		
A38	Furnish & Install Stamped Concrete Driveway includes 12" Compacted Subgrade	2,151	SY		
A39	Furnish & Install Brick Paver Driveway 1" Sand Bed, 6" Limerock Base	444	SY		
A40	Furnish & Install Permeable Pavement Section (Includes Pavers, Geogrid, Geotextile Fabric, Stone, Bedding, 12" Paver Banding W/Rebar)	3,154	SY		
A41	Remove & Dispose of Existing Speed Hump & Furnish & Install New Asphalt Speed Hump Per City Detail	12	EA		
-	-	-	-	-	-
-	<b><u>PAVING SUB-TOTAL</u></b>	-	-	-	-
-	-	-	-	-	-
	<b><u>SIGNING AND MARKING</u></b>	-	-	-	-
<b><u>A42</u></b>	<b><u>Furnish and Install Solid Traffic Stripe (6" Double Yellow) (Thermoplastic)</u></b>	<b><u>3,988</u></b>	<b><u>LF</u></b>	-	-

A43	Furnish and Install Solid Traffic Stripe (6" White) (Thermoplastic)	5,457	LF		
A44	Furnish and Install Solid Traffic Stripe (6" Yellow) (Thermoplastic)	674	LF		
A45	Furnish and Install Solid Traffic Stripe (12" White) (Thermoplastic)	159	LF		
A46	Furnish and Install Solid Traffic Stripe (18" Yellow) (Thermoplastic)	4	LF		
A47	Furnish and Install Solid Traffic Stripe (18" White) (Thermoplastic)	16	LF		
A48	Furnish and Install Solid Traffic Stripe (24" White Stop Bar) (Thermoplastic)	617	LF		
A49	Furnish and Install Solid 10'-30' Traffic Stripe (6" Yellow Skips) (Thermoplastic)	418	LF		
A50	Furnish and Install Thermoplastic Turn Arrow	3	EA		
A51	Furnish and Install Thermoplastic "Fire Lane" Message	2	EA		
A52	Furnish and Install Reflective Pavement Marker Blue / Blue	48	EA		
A53	Furnish and Install Reflective Pavement Marker White / Red	28	EA		
A54	Furnish and Install Reflective Pavement Marker Yellow / Yellow	340	EA		
A55	Furnish and Install Pavement Marking Standard, White, Message or Symbol	1	EA		
-	-	-	-	-	-
-	<b><u>SIGNING AND MARKING SUB-TOTAL</u></b>	-	-	-	-
-	-	-	-	-	-
	<b><u>LANDSCAPING</u></b>	-	-	-	-
<b><u>A56</u></b>	<b><u>Restoration of Existing Irrigation Systems</u></b>	<b><u>800</u></b>	<b><u>EA</u></b>	-	-
<b><u>A57</u></b>	<b><u>Restoration of Plantings</u></b>	<b><u>1</u></b>	<b><u>LS</u></b>	-	-
<b><u>A58</u></b>	<b><u>Tree Removal</u></b>	<b><u>1</u></b>	<b><u>AL</u></b>	<b><u>\$20,000.00</u></b>	<b><u>\$20,000.00</u></b>
-	-	-	-	-	-
-	<b><u>LANDSCAPING SUB-TOTAL</u></b>	-	-	-	-
-	-	-	-	-	-
	<b><u>MISCELLANEOUS</u></b>	-	-	-	-
A59	Replacement of Existing Water Services including splicing, fittings, reconnection to existing main & existing services, tubing, repair clamps, etc.	50	EA		

A60	Remove/Replace and/or Repair Existing Water Main (All sizes) as necessary per City of Miramar Standards	40	EA		
A61	Replacement of Existing Sanitary Sewer Laterals Including fittings, piping, reconnection to existing lateral, etc.	40	EA		
A62	Replacement of Existing Sanitary Sewer Pipe Including pipe, piping, flexible couplings, fittings reconnection to existing pipe, etc.	40	EA		
-	-	-	-	-	-
-	<b><u>MISCELLANEOUS SUB-TOTAL</u></b>	-	-	-	-
-					-
-	<b><u>GROUP "A" DRAINAGE INFRASTRUCTURE IMPROVEMENTS SUBTOTAL</u></b>				-
-					-
<b><u>GROUP "B" WATER MAIN INFRASTRUCTURE IMPROVEMENTS</u></b>		-	-	-	-
	<b><u>WATER</u></b>	-	-	-	-
B1	Remove & Disposal of 4"-12" Water Main	300	LF		
B2	Remove & Disposal of 6"-12" A.C. Water Main	200	LF		
B3	Furnish & Install 12" Ductile Iron Pipe Water Main (includes first lift of asphalt)	1,480	LF		
B4	Furnish & Install 8" Ductile Iron Pipe Water Main (includes first lift of asphalt)	3,612	LF		
B5	Furnish & Install 6" Ductile Iron Pipe Water Main (includes first lift of asphalt)	1,115	LF		
B6	Furnish & Install Ductile Iron Water Fittings	3	Ton		
B7	Furnish & Install Ductile Iron Water Fittings (2" Blow-Off)	12	EA		
B8	Furnish & Install Connection to Existing Water Main	16	EA		
B9	Furnish & Install New Single Water Service (1" Short)	4	EA		
B10	Furnish & Install New Double Water Service (1.5" Short)	19	EA		
B11	Furnish & Install New Single Water Service Installation (1" Long)	1	EA		
B12	Furnish & Install New Double Water Service Installation (1.5" Long)	15	EA		
B13	Furnish & Install New Single Water Service (2" Short)	2	EA		
B14	Furnish & Install New Single Water Service (2" Long)	170	LF		

B15	Furnish & Install 12" Gate Valve w/ Box Extension	11	EA		
B16	Furnish & Install 8" Gate Valve w/ Box Extension	12	EA		
B17	Furnish & Install 6" Gate Valve w/ Box Extension	28	EA		
B18	Furnish & Install 12" x 12" Tapping Sleeve and 12" Tapping Valve	1	EA		
B19	Furnish & Install 12" x 8" Tapping Sleeve and 8" Tapping Valve	1	EA		
B20	Furnish & Install 8" x 8" Tapping Sleeve and 8" Tapping Valve	2	EA		
B21	Furnish & Install 8" x 6" Tapping Sleeve and 6" Tapping Valve	2	EA		
B22	Furnish & Install 6" x 6" Tapping Sleeve and 6" Tapping Valve	11	EA		
B23	Furnish & Install Air Release Valve	3	EA		
B24	Furnish & Install 12" Line Stop	1	EA		
B25	Furnish & Install 8" Line Stop	6	EA		
B26	Furnish & Install 6" line Stop	9	EA		
B27	Furnish & Install 2" Line Stop	2	EA		
B28	Abandon Cut Cap & Grout Fill Existing 12" A.C. Pipe	911	LF		
B29	Abandon Cut Cap & Grout Fill Existing 8" A.C. Pipe	1,632	LF		
B30	Abandon Cut Cap & Grout Fill Existing 6" A.C. Pipe	2,700	LF		
B31	Abandon & Grout Fill Existing 2" A.C. Pipe	405	LF		
B32	Furnish & Install Sample Point	20	EA		
-	-	-	-	-	-
-	<b><u>WATER SUB-TOTAL</u></b>	-	-	-	-
-	-	-	-	-	-
	<b><u>PAVING, SIGNING AND MARKING</u></b>	-	-	-	-
B33	Mill & Resurface 1" Asphalt (SP-9.5)	4,470	SY		
B34	Remove & Dispose Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers)	776	SY		
B35	Remove & Dispose Existing Asphalt Pavement	696	SY		

B36	Furnish & Install Concrete Driveway includes 12" Compacted Subgrade	71	SY		
B37	Furnish & Install Concrete Sidewalk includes 6" Compacted Subgrade	3	SY		
B38	Furnish & Install Asphalt Driveway Section 1" Asphalt, 6" Limerock Base	696	SY		
B39	Furnish & Install Stamped Concrete Driveway includes 12" Compacted Subgrade	638	SY		
B40	Furnish & Install Brick Paver Driveway 1" Sand Bed, 6" Limerock Base	65	SY		
B41	Replacement of Thermoplastic Marking and Pavement Markers	1	LS		
-	<b><u>PAVING SUB-TOTAL</u></b>	-	-	-	-
	<b><u>GROUP "B" WATER MAIN INFRASTRUCTURE IMPROVEMENTS SUBTOTAL</u></b>				-
-	-	-	-	-	-
	<b><u>GROUP "C" ELECTRICAL CONDUIT IMPROVEMENTS</u></b>	-	-	-	-
No.	Description	Qty.	Unit		
C1	Furnish & Install Electrical Conduit	1,780	LF		
-	-	-	-	-	-
-	<b><u>GROUP "C" ELECTRICAL CONDUIT IMPROVEMENTS SUBTOTAL</u></b>				-
-	-	-	-	-	-
-	-	-	-	-	-
-	<b><u>GRAND TOTAL BASE BID FOR GROUP "A", GROUP "B", GROUP "C" and GENERAL BID ITEMS</u></b>	-	-	-	-

### 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.

THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED GROUPS, OR LINE ITEMS TO THE PRIMARY PROJECT BID FORM AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST

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 – HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS - PHASE IV - IFB-22-008

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- "HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS - PHASE IV- IFB-22-008**

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. _____	_____	_____
4. _____	_____	_____

**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-  
"HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV" IFB-22-008, 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  
\*Impress Corporate Seal

\_\_\_\_\_  
(Corporate Surety)\*  
By: \_\_\_\_\_

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

**END OF DOCUMENT**

**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- "HISTORIC MIRAMAR INFRASTRUCTURE  
IMPROVEMENT, PHASE IV"

Project Number: IFB No. 22-008

Project Location: Historic Miramar bounded by County Line Road, SW 64<sup>th</sup> Avenue, Miramar Parkway and Florida's Turnpike.

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

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).

**A copy of FCBE Certification must be attached to this form**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_**

**(Choose below as applicable)**

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

**Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.**

- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

**Attach a copy of a current Miramar Business Tax Receipt to this form.**

**END OF DOCUMENT**



## BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

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

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sworn to (or affirmed) and subscribed before me

**by means of ☐ physical presence or ☐ online notarization,**  
this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year), by \_\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public)

My commission expires: \_\_\_\_\_ (SEAL)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**END OF DOCUMENT**

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

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

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

**Part I Taxpayer Identification Number (TIN)**

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

Social security number
or
Employer identification number

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

**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. person (including a U.S. resident alien).

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

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

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

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

**AGREEMENT CERTIFICATE (if Corporation)**

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD )

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the \_\_\_\_\_, 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

(SEAL)

**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

(SEAL)

**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**

## 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, Bid No. IFB- No. 22-008, awarded the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City for the "Historic Miramar Infrastructure Improvement, Phase IV", 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 IFB Bid No: 22-008, awarded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the "Historic Miramar Infrastructure Improvement, Phase IV", 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**

**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.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

- END OF DOCUMENT -

**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

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: \_\_\_\_\_

	<hr/>	
	<hr/>	<hr/>
	Title	Date
Recommended By:	<hr/>	<hr/>
	Anthony Collins	Date
	Director of Public Works	
Recommended By:	<hr/>	<hr/>
	Marilyn Markwei	Date
	Project Manager	
Accepted By:	<hr/>	
	Contractor Name	
	<hr/>	<hr/>
	Title	Date
Approved By:	<hr/>	<hr/>
	Alicia Ayum	Date
	Director of Procurement Department	
Approved By:	<hr/>	<hr/>
	Kelvin Baker	Date
	Deputy City Manager	
Approved By:	<hr/>	<hr/>
	Whittingham O. Gordon	Date
	City Manager	

**END OF DOCUMENT**

## City's Project No.: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_

Engineer's Project No.:

## **“HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV”**

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

## "HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV"

**IFB NO. 22-008**

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: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease and \$1,000,000 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**

# 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

## FOR HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENT, PHASE IV IN MIRAMAR, FLORIDA

**THIS AGREEMENT** (the "Agreement") is entered into and dated [REDACTED], 2022, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and [REDACTED] (the "Contractor"), a Florida corporation whose address is [REDACTED].

### WITNESSETH:

**WHEREAS**, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bids No. 22-008 (the "IFB"), entitled: "Historic Miramar Infrastructure Improvement, Phase IV" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

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

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

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

### **ARTICLE 1** **DEFINITIONS**

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

contained in the IFB shall govern.

## **ARTICLE 2**

### **WORK**

The work shall include all labor, materials and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

## **ARTICLE 3**

### **CONTRACT TIME**

**3.1** Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially complete within 560 calendar Days after the Notice to Proceed is issued and shall be closed out within 90 calendar Days after the Notice to Proceed is issued. Ten weather Days or rain Days are included within the overall Contract time of 650 calendar Days. However, the Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion, e.g., a schedule that demonstrates that all actual Work will be underway and substantially completed within 560 calendar Days. If the Contractor elects to delay the start of the Project (utilizing any of the allowable 10 Days after issuance of the Notice to Proceed set forth in Article 3 of the Agreement), then the schedule shall reflect the actual start date and the 650 calendar Days to complete the Work must be reduced accordingly.

## **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 \$2500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$1000 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**

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

## **ARTICLE 9**

### **INDEMNIFICATION**

**9.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, 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 attached as, Exhibit "B";
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of 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** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

**16.2** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to

facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

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

## **ARTICLE 17**

### **NON-SOLICITATION**

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

## **ARTICLE 18**

### **PUBLIC RECORDS**

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

- 18.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 18.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 18.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any 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.

**18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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

**18.1.7** Ownership of Documents: Unless otherwise provided by law, 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.

## **ARTICLE 19**

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

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

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

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

## **ARTICLE 20**

### **CERTIFICATE OF COMPETENCY**

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the

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

## **ARTICLE 21** **INSURANCE**

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

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

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

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

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

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

## **ARTICLE 22**

### **INDEPENDENT CONTRACTOR**

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

## **ARTICLE 23**

### **REAFFIRMATION OF REPRESENTATIONS**

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

## **ARTICLE 24**

### **NONDISCRIMINATION**

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



**ARTICLE 25**  
**COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether 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 26**  
**COUNTERPARTS**

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

**ARTICLE 27**  
**WAIVER**

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

**ARTICLE 28**  
**BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**ARTICLE 29**  
**NOTICES**

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

**TO CONTRACTOR:**

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**TO CITY OF MIRAMAR:**

ATTN: Whittingham O. Gordon,  
City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3120  
Fax: (954) 602-3672  
Email: [wogordon@miramarfl.gov](mailto:wogordon@miramarfl.gov)

**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

**ARTICLE 30**  
**CITY'S OWN FORCES**

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

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

**ARTICLE 31**  
**LIMITATION OF LIABILITY**

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

from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

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

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

### **ARTICLE 32**

#### **THIRD PARTY BENEFICIARY**

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

### **ARTICLE 33**

#### **WARRANTY AND GUARANTEE**

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

### **ARTICLE 34**

#### **HEADINGS AND INTERPRETATION**

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

## **ARTICLE 35**

### **SEVERABILITY**

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

**35.2** City and Contractor each 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 36**

### **SCRUTINIZED COMPANIES**

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

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

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

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

## **ARTICLE 37**

### **CONFLICT-OF-INTEREST**

**37.1** To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities

(including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

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

### **ARTICLE 38**

### **VENUE AND JURISDICTION**

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

### **ARTICLE 39**

### **SURVIVAL OF PROVISIONS**

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

### **ARTICLE 40**

### **E-VERIFY PROGRAM**

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

**ARTICLE 41**  
**EQUITABLE ADJUSTMENT**

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

**ARTICLE 42**  
**PARTICIPATION PLAN**

Contractor agrees to the City's minimum goal requirement of 15% of the Services to be performed by a CBE / SBE and 5% of the Services to be performed by a Local vendor. Contractor agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subcontractors list showing anticipated Approved Vendors.

**[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**ARTICLE 43**  
**ENTIRE AGREEMENT**

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

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

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Whittingham O. Gordon

This \_\_\_\_ day of \_\_\_\_\_, 2022.

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

\_\_\_\_\_  
Corporate Seal

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.

# REFERENCE QUESTIONNAIRE

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? _____	<div>YES</div> <div>NO</div>				
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?	<div>YES</div> <div>NO</div>				
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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FAILURE TO RETURN THREE (3) REFERENCES  
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**





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		<b>VENDOR PERFORMANCE EVALUATION</b> <b>SUPPLIES and/or SERVICES</b> (Includes CONSTRUCTION/PROFESSIONAL SERVICES)		Page 2 of ____
Company/ Vendor Name:		Contract Number and/or Other Reference:		
<b>Contract Ref No.</b>	<b>EXPLANATIONS/COMMENTS</b> 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)			
<b>Ref No.</b>	<b>ACTION TAKEN BY VENDOR</b> (reply below or submit separate correspondence)			
<b>NAME/TITLE OF VENDOR REPRESENTATIVE</b>		<b>SIGNATURE</b>		<b>DATE</b>
<b>FOR PROCUREMENT DEPARTMENT USE ONLY</b>				
“Unsatisfactory” findings have been determined as VALID (    ) NOT VALID (    ). Reasons:				
Signature:		Date:		
Name/Title:		Telephone No:		

END OF DOCUMENT

## **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: \$100,000.00

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 Operations | \$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 Each Person     |
|                             | \$1,000,000.00 Each Occurrence |
| 2. Property Damage:         | \$1,000,000.00 Each Occurrence |
| or combined single limit of | \$1,000,000.00 Each Occurrence |

## 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, 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 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 25<sup>th</sup> 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 10 percent of each approved progress payment until the Work is 50 percent complete and accepted by the City. Retention will then be reduced to five 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 –

**CITY OF MIRAMAR**  
**HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS, PHASE IV**  
**REVISED BID FORM SUMMARY**  
**IFB NO. 22-008**

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<b><u>GENERAL PAY ITEMS (ALL GROUPS)</u></b>	-	-	-	-
1	Bonds and Insurance (2%)	1	LS	\$258,000.00	\$258,000.00
2	<b>Mobilization</b>	1	LS	\$615,000.00	\$615,000.00
3	<b>Maintenance of Traffic (MOT)</b>	1	LS	\$490,000.00	\$490,000.00
4	Construction Survey Test Holes and Asbuilts	1	LS	\$500,000.00	\$500,000.00
5	<b>Prevention Control and Abatement of Erosion and Water Pollution</b>	1	LS	\$180,000.00	\$180,000.00
6	Root Pruning Allowance	1	AL	\$25,000.00	\$25,000.00
7	Unforeseen Utility Locates or Break Repair	1	AL	\$75,000.00	\$75,000.00
8	<b>Permit, Licenses &amp; Fee</b>	1	AL	\$225,502.67	\$225,502.67
9	Materials Testing	1	LS	\$66,699.00	\$66,699.00
-	<b><u>GENERAL PAY ITEMS SUB-TOTAL</u></b>	-	-	-	\$2,435,201.67
-	-	-	-	-	-
	<b><u>GROUP "A" DRAINAGE INFRASTRUCTURE IMPROVEMENTS</u></b>	-	-	-	-
	<b><u>EARTHWORK</u></b>	-	-	-	-
A1	Clearing and Grubbing	1	LS	\$144,738.00	\$144,738.00
A2	Swale Excavation and Grading	43,671	SY	\$4.00	\$174,684.00
A3	Furnish and Install Sod	55,470	SY	\$4.50	\$249,615.00
	<b>EARTHWORK SUB-TOTAL</b>				\$569,037.00

	<b><u>DRAINAGE</u></b>	-	-	-	-
A4	Remove and Dispose Drainage Pipe/Exfiltration Trench	2,323	LF	\$26.00	\$60,398.00
A5	Remove and Dispose of Existing Drainage Structures	56	EA	\$1,372.00	\$76,832.00
A6	Furnish and Install 4' Dia. or 4'x4' Catch Basin	210	EA	\$4,236.00	\$889,560.00
A7	Furnish and Install 5' Dia. or 5'x5' Catch Basin	16	EA	\$5,109.00	\$81,744.00
A8	Furnish and Install 4' Dia. or 4'x4' Manhole	53	EA	\$4,923.00	\$260,919.00
A9	Furnish and Install 5' Dia. or 5'x5' Manhole	12	EA	\$5,743.00	\$68,916.00
A10	Core Existing Structure & Connect Proposed Pipe	13	EA	\$3,603.00	\$46,839.00
A11	Furnish and Install 6'x6' Exfiltration Trench with 18" Perforated HP Storm Pipe	12,265	LF	\$95.00	\$1,165,175.00
A12	Furnish and Install 15" HP Storm Pipe	2,451	LF	\$63.00	\$154,413.00
A13	Furnish and Install 18" HP Storm Pipe	9,000	LF	\$89.00	\$801,000.00
A14	Furnish and Install 24" HP Storm Pipe	990	LF	\$153.00	\$151,470.00
A15	Furnish and Install Metal Pollution Retardant Baffle or Metal Weir (any size both inverted or regular)	114	EA	\$753.00	\$85,842.00
A16	Cut Existing Pipe and Connect to Proposed Drainage Structure	12	EA	\$1,960.00	\$23,520.00
A17	Furnish and Install Concrete Apron	214	EA	\$478.00	\$102,292.00
A18	<b>Clean and Mechanically Remove Roots (15-inch through 30-inch)</b>	<b>1,600</b>	LF	\$16.00	\$25,600.00
A19	Furnish & Install Concrete Collar at Pipe Connection	4	EA	\$3,576.00	\$14,304.00
A20	Furnish & Install 15" RCP Pipe at Outfall	60	LF	\$1,150.00	\$69,000.00
A21	Furnish & Install 24" RCP Pipe at Outfall	20	LF	\$1,250.00	\$25,000.00
A22	All Demolition Required to Construct <b>4 Outfalls</b> (Includes Tree Removal)	1	LS	\$65,000.00	\$65,000.00
A23	Special Mobilization for Work at <b>Outfall</b> Construction Locations in Lake Bank	1	LS	\$165,000.00	\$165,000.00
A24	Embankment Restoration/Regrading/Stabilization/Resodding at <b>Four (4)</b> Outfall Locations	1	LS	\$75,000.00	\$75,000.00
-	-	-	-	-	-
-	<b><u>DRAINAGE SUB-TOTAL</u></b>	-	-	-	\$4,407,824.00
	<b><u>PAVING</u></b>	-	-	-	-

<b>A25</b>	Mill & Resurface 1" Asphalt (SP-9.5)	70,216	SY	\$11.00	\$772,376.00
<b>A26</b>	Full Roadway Reconstruction (2" Asphalt, 8" Limerock Base, 12" Stabilized Subgrade)	2,000	SY	\$44.00	\$88,000.00
<b>A27</b>	Pavement Restoration (2" Asphalt, 16" Limerock Base)	13,145	SY	\$52.00	\$683,540.00
<b>A28</b>	Remove & Dispose Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers)	2,393	SY	\$11.00	\$26,323.00
<b>A29</b>	Remove & Dispose Existing Asphalt Pavement	17,521	SY	\$2.00	\$35,042.00
<b>A30</b>	<b>Furnish &amp; Install Concrete Driveway includes Compacted Subgrade</b>	974	SY	\$63.00	\$61,362.00
<b>A31</b>	<b>Furnish &amp; Install Concrete Sidewalk includes Compacted Subgrade</b>	975	SY	\$40.00	\$39,000.00
<b>A32</b>	Furnish & Install Asphalt Driveway Section 1" Asphalt, 6" Limerock Base	1,932	SY	\$42.00	\$81,144.00
<b>A33</b>	<b>Furnish &amp; Install Stamped Concrete Driveway includes Compacted Subgrade</b>	2,151	SY	\$113.00	\$243,063.00
<b>A34</b>	Furnish & Install Brick Paver Driveway 1" Sand Bed, 6" Limerock Base	444	SY	\$153.00	\$67,932.00
<b>A35</b>	Furnish & Install Permeable Pavement Section (Includes Pavers, Geogrid, Geotextile Fabric, Stone, Bedding, 12" Paver Banding W/Rebar)	3,154	SY	\$135.00	\$425,790.00
<b>A36</b>	Remove & Dispose of Existing Speed Hump & Furnish & Install New Asphalt Speed Hump Per City Detail	12	EA	\$2,110.00	\$25,320.00
-	-	-	-	-	-
-	<b><u>PAVING SUB-TOTAL</u></b>	-	-	-	\$2,548,892.00
	<b><u>SIGNING AND MARKING</u></b>	-	-	-	-
<b>A37</b>	Furnish and Install Solid Traffic Stripe (6" Double Yellow) (Thermoplastic)	3,988	LF	\$2.00	\$7,976.00
<b>A38</b>	Furnish and Install Solid Traffic Stripe (6" White) (Thermoplastic)	5,457	LF	\$1.00	\$5,457.00
<b>A39</b>	Furnish and Install Solid Traffic Stripe (6" Yellow) (Thermoplastic)	674	LF	\$1.00	\$674.00
<b>A40</b>	Furnish and Install Solid Traffic Stripe (12" White) (Thermoplastic)	159	LF	\$2.00	\$318.00
<b>A41</b>	Furnish and Install Solid Traffic Stripe (18" Yellow) (Thermoplastic)	4	LF	\$3.00	\$12.00
<b>A42</b>	Furnish and Install Solid Traffic Stripe (18" White) (Thermoplastic)	16	LF	\$3.00	\$48.00
<b>A43</b>	Furnish and Install Solid Traffic Stripe (24" White Stop Bar) (Thermoplastic)	617	LF	\$4.00	\$2,468.00
<b>A44</b>	Furnish and Install Solid 10'-30' Traffic Stripe (6" Yellow Skips) (Thermoplastic)	418	LF	\$1.00	\$418.00
<b>A45</b>	Furnish and Install Thermoplastic Turn Arrow	3	EA	\$119.00	\$357.00

<b>A46</b>	Furnish and Install Thermoplastic "Fire Lane" Message	2	EA	\$239.00	\$478.00
<b>A47</b>	Furnish and Install Reflective Pavement Marker Blue / Blue	48	EA	\$4.00	\$192.00
<b>A48</b>	Furnish and Install Reflective Pavement Marker White / Red	28	EA	\$4.00	\$112.00
<b>A49</b>	Furnish and Install Reflective Pavement Marker Yellow / Yellow	340	EA	\$4.00	\$1,360.00
<b>A50</b>	Furnish and Install Pavement Marking Standard, White, Message or Symbol	1	EA	\$239.00	\$239.00
-	-	-	-	-	-
-	<b><u>SIGNING AND MARKING SUB-TOTAL</u></b>	-	-	-	\$20,109.00
	<b><u>LANDSCAPING</u></b>	-	-	-	-
<b>A51</b>	Restoration of Existing Irrigation Systems	800	EA	\$50.00	\$40,000.00
<b>A52</b>	Furnish and Install Plantings (Shrubs, Small Trees, Flowers, etc.)	300	EA	\$100.00	\$30,000.00
<b>A53</b>	Relocate or Remove and Dispose Existing Trees	1	AL	\$20,000.00	\$20,000.00
-	-	-	-	-	-
-	<b><u>LANDSCAPING SUB-TOTAL</u></b>	-	-	-	\$90,000.00
-	-	-	-	-	-
	<b><u>MISCELLANEOUS</u></b>	-	-	-	-
<b>A54</b>	Replacement of Existing Water Services including splicing, fittings, reconnection to existing main & existing services, tubing, repair clamps, etc.	100	EA	\$770.00	\$77,000.00
<b>A55</b>	Remove/Replace and/or Repair Existing Water Main (All sizes) as necessary per City of Miramar Standards	50	EA	\$250.00	\$12,500.00
<b>A56</b>	Replacement of Existing Sanitary Sewer Laterals Including fittings, piping, reconnection to existing lateral, etc.	100	EA	\$2,000.00	\$200,000.00
<b>A57</b>	Replacement of Existing Sanitary Sewer Pipe Including pipe, piping, flexible couplings, fittings reconnection to existing pipe, etc.	50	EA	\$250.00	\$12,500.00
-	-	-	-	-	-
-	<b><u>MISCELLANEOUS SUB-TOTAL</u></b>	-	-	-	\$302,000.00
-	<b><u>GROUP "A" DRAINAGE INFRASTRUCTURE IMPROVEMENTS SUBTOTAL</u></b>				\$10,373,063.67
-					-

<b>GROUP "B" WATER MAIN INFRASTRUCTURE IMPROVEMENTS</b>		-	-	-	-
	<b><u>WATER</u></b>	-	-	-	-
B1	Remove & Disposal of 4"-12" Water Main	300	LF	\$25.00	\$7,500.00
B2	Remove & Disposal of 6"-12" A.C. Water Main	200	LF	\$57.00	\$11,400.00
B3	Furnish & Install 12" Ductile Iron Pipe Water Main (includes first lift of asphalt)	1,480	LF	\$175.00	\$259,000.00
B4	Furnish & Install 8" Ductile Iron Pipe Water Main (includes first lift of asphalt)	3,612	LF	\$155.00	\$559,860.00
B5	Furnish & Install 6" Ductile Iron Pipe Water Main (includes first lift of asphalt)	1,115	LF	\$185.00	\$206,275.00
B6	Furnish & Install Ductile Iron Water Fittings	3	Ton	\$40,000.00	\$120,000.00
B7	Furnish & Install Ductile Iron Water Fittings (2" Blow-Off)	12	EA	\$2,131.00	\$25,572.00
B8	Furnish & Install Connection to Existing Water Main	16	EA	\$8,500.00	\$136,000.00
B9	Furnish & Install New Single Water Service (1" Short)	4	EA	\$2,301.00	\$9,204.00
B10	Furnish & Install New Double Water Service (1.5" Short)	19	EA	\$2,721.00	\$51,699.00
B11	Furnish & Install New Single Water Service Installation (1" Long)	1	EA	\$3,465.00	\$3,465.00
B12	Furnish & Install New Double Water Service Installation (1.5" Long)	15	EA	\$4,020.00	\$60,300.00
B13	Furnish & Install New Single Water Service (2" Short)	2	EA	\$3,295.00	\$6,590.00
B14	Furnish & Install New Single Water Service (2" Long)	170	LF	\$133.00	\$22,610.00
B15	Furnish & Install 12" Gate Valve w/ Box Extension	11	EA	\$4,876.00	\$53,636.00
B16	Furnish & Install 8" Gate Valve w/ Box Extension	12	EA	\$3,209.00	\$38,508.00
B17	Furnish & Install 6" Gate Valve w/ Box Extension	28	EA	\$2,507.00	\$70,196.00
B18	Furnish & Install 12" x 12" Tapping Sleeve and 12" Tapping Valve	1	EA	\$15,815.00	\$15,815.00
B19	Furnish & Install 12" x 8" Tapping Sleeve and 8" Tapping Valve	1	EA	\$11,152.00	\$11,152.00
B20	Furnish & Install 8" x 8" Tapping Sleeve and 8" Tapping Valve	2	EA	\$10,208.00	\$20,416.00
B21	Furnish & Install 8" x 6" Tapping Sleeve and 6" Tapping Valve	2	EA	\$8,778.00	\$17,556.00
B22	Furnish & Install 6" x 6" Tapping Sleeve and 6" Tapping Valve	11	EA	\$8,574.00	\$94,314.00
B23	Furnish & Install Air Release Valve	3	EA	10,053.00	\$30,159.00

B24	Furnish & Install 12" Line Stop	1	EA	\$20,000.00	\$20,000.00
B25	Furnish & Install 8" Line Stop	6	EA	\$17,500.00	\$105,000.00
B26	Furnish & Install 6" line Stop	9	EA	\$15,000.00	\$135,000.00
B27	Abandon Cut Cap & Grout Fill Existing 12" A.C. Pipe	911	LF	\$13.00	\$11,843.00
B28	Abandon Cut Cap & Grout Fill Existing 8" A.C. Pipe	1,632	LF	\$6.00	\$9,792.00
B29	Abandon Cut Cap & Grout Fill Existing 6" A.C. Pipe	2,700	LF	\$6.00	\$16,200.00
B30	<b>Abandon Existing 2" A.C. Pipe</b>	405	LF	\$13.00	\$5,265.00
B31	Furnish & Install Sample Point	20	EA	\$1,262.00	\$25,240.00
-	<b><u>WATER SUB-TOTAL</u></b>	-	-	-	<b>\$2,159,567.00</b>
	<b><u>PAVING, SIGNING AND MARKING</u></b>	-	-	-	-
B32	Mill & Resurface 1" Asphalt (SP-9.5)	4,470	SY	\$11.00	\$49,170.00
B33	Remove & Dispose Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers)	776	SY	\$9.00	\$6,984.00
B34	Remove & Dispose Existing Asphalt Pavement	696	SY	\$4.00	\$2,784.00
B35	Furnish & Install Concrete Driveway includes 12" Compacted Subgrade	71	SY	\$63.00	\$4,473.00
B36	Furnish & Install Concrete Sidewalk includes 6" Compacted Subgrade	3	SY	\$40.00	\$120.00
B37	Furnish & Install Asphalt Driveway Section 1" Asphalt, 6" Limerock Base	696	SY	\$42.00	\$29,232.00
B38	Furnish & Install Stamped Concrete Driveway includes 12" Compacted Subgrade	638	SY	\$113.00	\$72,094.00
B39	Furnish & Install Brick Paver Driveway 1" Sand Bed, 6" Limerock Base	65	SY	\$153.00	\$9,945.00
B40	<b><i>Furnish and Install Solid Traffic Stripe (6" Double Yellow) (Thermoplastic)</i></b>	<b>780</b>	<b>LF</b>	\$2.00	\$1,560.00
B41	<b><i>Furnish and Install Solid Traffic Stripe (12" White) (Thermoplastic)</i></b>	<b>90</b>	<b>LF</b>	\$2.00	\$180.00
B42	<b><i>Furnish and Install Solid Traffic Stripe (24" White Stop Bar) (Thermoplastic)</i></b>	<b>92</b>	<b>LF</b>	\$4.00	\$368.00
B43	<b><i>Furnish and Install Reflective Pavement Marker Yellow / Yellow</i></b>	<b>46</b>	<b>EA</b>	\$4.00	\$184.00
B44	<b><i>Furnish and Install Reflective Pavement Marker Blue / Blue</i></b>	<b>4</b>	<b>EA</b>	\$4.00	\$16.00



-	<b><u>PAVING, SIGNING AND MARKING SUB-TOTAL</u></b>	-	-	-	-	\$177,110.00
	<b><u>GROUP "B" WATER MAIN INFRASTRUCTURE IMPROVEMENTS SUBTOTAL</u></b>					- \$2,336,677.00
-	-	-	-	-	-	-
	<b><u>GROUP "C" ELECTRICAL CONDUIT IMPROVEMENTS</u></b>	-	-	-	-	-
C1	<b><i>Furnish &amp; Install Electrical Conduit (Includes Eight (8) Pull Boxes)</i></b>	1,780	LF	\$111.00		\$197,580.00
-	-	-	-	-	-	-
-	<b><u>GROUP "C" ELECTRICAL CONDUIT IMPROVEMENTS SUBTOTAL</u></b>					\$197,580.00
-	-	-	-	-	-	-
-	<b><u>GRAND TOTAL BASE BID FOR GROUP "A", GROUP "B", GROUP "C" and GENERAL BID ITEMS</u></b>	-	-	-	-	- \$12,907,320.67

Item removed

#### **BID FORM SUMMARY**

**TOTAL BID AMOUNT:** \$12,907.320.67

**TOTAL BID AMOUNT:** Twelve Million Nine Hundred Seven Thousand Three Hundred Twenty and Sixty Seven Cents  
(Write Figures)  
(Write Amount)

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

\*THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED ALTERNATE BID FORMS TO THE PRIMARY PROJECT BID FORM AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST

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.

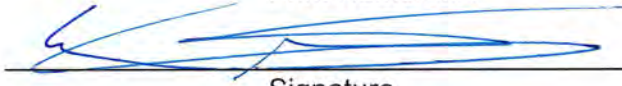
Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special 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- Historic Miramar Infrastructure Improvements, Phase IV, - IFB 22-008

Contractor Company Name: Man-Con Incorporated

Contractor Acknowledgement Anthony Mancini, Vice President  
Print Name/Title

  
Signature

Date: 4/26/22

**END OF DOCUMENT**