MIRAMAR

BEAUTY AND PROGRESS
EST 1955

REGULAR

CITY COMMISSION MEETING

CITY OF MIRAMAR

◆ AGENDA ◆

Tuesday
February 23, 2016
7:00 p.m.

ELECTED OFFICIALS

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

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CITY OF MIRAMAR
WELCOME TO YOUR CITY COMMISSION MEETING

We are pleased that you have demonstrated an interest in the City of Miramar by attending a City Commission Meeting. We hope you will attend more of these meetings in the future.

GENERAL INFORMATION: The City of Miramar is a municipality chartered by the State of Florida operating under the "City Council - City Manager Plan." The City Commission is comprised of four members and the Mayor selected by the residents of Miramar to serve as the City's governing body. It is responsible for adopting policies of the City, passing ordinances, adopting resolutions and approving budgets. A City Manager is appointed by the City Commission to serve as the administrative head of the municipal government and provides recommendations to the City Commission on policy issues.

The City Commission Meeting is a formal meeting of the members of the Commission to transact City business. This business is conducted in a manner prescribed by resolution, laws and regulations which require certain formal actions and the following of specific procedures.

The **AGENDA** is a printed document that lists the order of business for the Commission Meeting. The public is encouraged to contact the Mayor or any City Commissioner prior to a Commission Meeting to express their views on items appearing on the Agenda.

* All cell phones and other electronic devices must be turned off prior to entering the Commission Chambers.

The City Commission may consider and act upon such other business as may come before it in the event this agenda must be revised, such revised copies will be available to the public at the City Commission Meeting.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Who May Speak - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

1. Speaking on items on the Agenda - Individuals wishing to speak on matters that appear on the Agenda need only to raise their hand to be recognized by the Mayor. Discussion at Special Meetings is limited to the items referred to on the Agenda for such Special Meetings.
2. Other Business Items - These are items placed on the Agenda by the Mayor or a Commissioner and either are requests for the preparation of future legislation or are requests for possible direction to the Administration.
3. Speaking on items not on the Agenda - Public Participation - Any individual may speak on any subject pertinent to the City at the second regularly scheduled meeting of each month. Individuals must sign in with the City Clerk prior to the meeting. The Mayor will recognize those persons who signed in, under the agenda item "Public Participation".
4. Addressing Commission, Manner & Time - Public discussion during all items is limited to three minutes maximum per person, however, the Mayor at his/her discretion may allow more time. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address.

The above represents a summarization of the Commission Procedures Resolution. Copies of this resolution are available from the City Clerk's Office. Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at 954-602-3011 at least two calendar days prior to the meeting.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to insure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CITY OF MIRAMAR
REGULAR COMMISSION MEETING
Tuesday, February 23, 2016

CALL TO ORDER:

ROLL CALL/ANNOUNCEMENTS:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Presentation: Youth Advisory Council Presentation *(Mayor Wayne M. Messam)*

Employee Recognition:

Name	Department	Award
CRO Yessenia Diaz	Police	Officer of the Quarter October-December 2015
CCO Javier Segarra	Police	Employee of the Quarter October-December 2015
Police Officer David Robbins	Police	Officer of the Year 2015
Records Supervisor Caron Barnard	Police	Employee of the Year 2015
Police Officer Patrick Murphy	Police	Life Saving Award
Police Officer Denise Dileo	Police	Life Saving Award
Waste Pro Employee Andy Perez Garcia	Civilian	Life Saving Award
Police Sergeant Richard Georgi	Police	Community Involvement Award
Police SIU/PRIME Unit	Police	Unit Citation

Name	Department	Award
Police Records Unit	Police	Unit Citation
Police Sergeant Michael Lewis	Police	Dept. of Defense/ESGR Patriot Award
Battalion Chief Jermaine McFarlane	Fire-Rescue	Merit Award
Captain Kelly Byrne	Fire-Rescue	Merit Award
Captain Tim Roche	Fire-Rescue	Merit Award
Captain Trond Welters	Fire-Rescue	Merit Award
Lieutenant Cliff Ricketts	Fire-Rescue	Merit Award
Captain Dominick Granteed	Fire-Rescue	Merit Award
Lieutenant Manny Esparza	Fire-Rescue	Merit Award
Lieutenant Fermin Ortea	Fire-Rescue	Merit Award
Lieutenant Carlos Otero	Fire-Rescue	Merit Award
Lieutenant Frank Ruiz	Fire-Rescue	Merit Award
Lieutenant Tracie Srbovan	Fire-Rescue	Merit Award
Firefighter Jamie Torres	Fire-Rescue	Merit Award
Firefighter Tommy Waters	Fire-Rescue	Merit Award
Fire Marshal Ray Perez	Fire-Rescue	State of Florida Fire Marshal of the Year
Driver Engineer Devon Steel	Fire-Rescue	Firefighter of the Year
Assistant Director Melanie McLean	Human Resources	HR Shining Star Award
HR Manager Antoinette Wilson-Beckford	Human Resources	HR Shining Star Award
Benefits Analyst Osmara Diaz	Human Resources	HR Shining Star Award
Bus Operator III Clarence Turner	Public Works	Employee of the Quarter October-December 2015
Utility Billing Specialist I PT Alison Adams	Finance	brandAMBASSADOR Certificate Recognition

Name	Department	Award
Senior Utility Billing Specialist Cassandra Murray	Finance	brandAMBASSADOR Certificate Recognition
Account Clerk I Tecora Noble	Finance	brandAMBASSADOR Certificate Recognition
Client Services Assistant Edlyn Griffith	Community & Economic Development	brandAMBASSADOR Certificate Recognition
Administrative Secretary I Frankyemay Daley	Police	brandAMBASSADOR Certificate Recognition
Grant/Accreditation Manager Kim Morrow-Lopez	Police	brandAMBASSADOR Certificate Recognition
Evidence/Property Supervisor Glenda Armstrong	Police	brandAMBASSADOR Certificate Recognition
Arts & Education Administrator Kelly Armstead	Cultural Affairs	brandAMBASSADOR Certificate Recognition
Wastewater Operator A Mark Roberts	Public Works	brandAMBASSADOR Certificate Recognition
Customer Service Specialist I Tiffany Davis	Parks & Recreation	brandAMBASSADOR Certificate Recognition

CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. Anyone wishing to comment on any item on the consent agenda should approach the podium now.

1. Minutes of the Workshop, Special and Regular City Commission Meetings of January 27, 2016.

2. Temp. Reso. #R5966 approving the purchase of **water meters** and **associated meter parts** from Sensus Metering Systems, Inc., in an amount not-to-exceed $750,000; waiving the competitive bidding requirements for the purchase of City Standard Products in accordance with City Code Section 2-413(3). *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

3. Temp. Reso. #R5967 awarding Bid No. 16-003 to Revere Control Systems Inc. for the provision of goods and services for the **Supervisory Control and Data Acquisition ("SCADA") System upgrades** project at the **West Water Treatment Facility**, in an amount not-to-exceed $604,984. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

4. Temp. Reso. #R5985 approving an Interlocal Agreement with Broward County for **inspection, monitoring**, and **blasting related services** to be performed by Broward County Environmental Licensing and Building Permitting Division. *(Public Works Director Thomas Good)*

5. Temp. Reso. #R5991 approving the **settlement** of the bodily injury claim of **Ramona Sisneros**. *(City Attorney Jamie A. Cole)*

End of Consent

PUBLIC PARTICIPATION (7:30 – 8:00 P.M.)

RESOLUTIONS

6. Temp. Reso. #R5993 approving **appointments** to various **City Boards**. *(City Clerk Denise A. Gibbs)*

7. Temp. Reso. #R5980 approving an **amendment** to the **design-build agreement** with Southern Underground Industries, Inc. and related expenditure in an amount not-to-exceed $1,200,000, for the provision of construction services for the **Flamingo Road Reclaimed Water Distribution Main Project**; authorizing the City Manager to execute the proposed amendment; authorizing contingency funds in an amount not-to-exceed $60,000 for unforeseen conditions associated with the project. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

ORDINANCE

8. ITEM PULLED

OTHER BUSINESS

9. Reports and Comments:

Commission Reports:

City Attorney Reports:

City Manager Reports:

FUTURE WORKSHOPS

Date	Time	Subject	Location
03/01/16	4:00 P.M.	Ethics Training	Commission Conference Room
03/12/16	8:30 A.M.	Commission Retreat	Commission Conference Room

ADJOURNMENT

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

March 2, 2016 at 7:00 P.M.

1.
CONSENT AGENDA
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM
Minutes of the Workshop, Special and Regular City Commission Meetings of January 27, 2016.

1a. Workshop Minutes from 1/27/16
1b. Special Commission Meeting Minutes from 1/27/16
1c. Regular Commission Meeting Minutes from 1/27/16

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THE CITY OF MIRAMAR
CITY COMMISSION
WORKSHOP MINUTES

January 27, 2016	**5:00 P.M.**

A Workshop of the City of Miramar City Commission to discuss the Miramar Cultural Center was called to order by Mayor Wayne M. Messam at 5:08 p.m. in the City of Miramar Commission Chambers, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline Riggs
Commissioner Yvette Colbourne
Commissioner Maxwell Chambers

Upon call of the roll, the following member of the City Commission was absent:

Commissioner Winston F. Barnes

The following members of staff were also present:

City Manager Kathleen Woods-Richardson
Cultural Center Interim Director Stephen Kantrowitz
City Attorney Jamie A. Cole
City Attorney Alison Smith
City Clerk Denise Gibbs

CITY MANAGER WOODS-RICHARDSON: Good afternoon, Mayor, Vice Mayor and Commissioners, at the September 24 of 2015 Budget Hearing, there was Commission consensus to convene a workshop to provide you with the details of the operation of the Miramar Cultural Center or the MCC, and the opportunity for a comprehensive discussion on its management options. The desired date for the workshop was Monday, November the 2nd, 2015, and the items requested to be discussed included, at a minimum, a summary of the information provided at

the June 24th, 2015, Budget Planning Workshop, which outlined options considered to restructure MCC operations, changes to be implemented to improve the financial condition of the MCC, the status of the unsolicited proposal to manage and operate the MCC, and the solicitations for management and operation services for the MCC and the Regional Park Amphitheater. This evening's workshop will provide the updates to the operation of the MCC, and also the responses to the requests for information in the PowerPoint presentation that will be provided by staff. You may recall at the June 24th, 2015, Budget Planning Workshop, options and the associated staff levels to restructure MCC operations were presented that ranged from the City maintaining full operation of the MCC, full outsourcing of the MCC, and a hybrid of both of those options were outlined. In accordance with the adopted budget for Fiscal Year (FY) 16 that was effective October 1st, staff reductions were implemented that changed the full time positions from 29 to 12 without employee layoffs. This smaller workforce is now led by MCC Interim Director Stephen Kantrowitz, who joined the City on November 3rd. Stephen is a nationally recognized arts veteran, who has more than 25 years' experience producing, directing, presenting, and promoting over 1,000 performances.

MCC Interim Director Stephen Kantrowitz introduced his staff present, including Assistant MCC Director Ellen Rusconi, along with Linda Winkler, President of the Miramar Cultural Trust. He expressed pride in the revitalized, committed partnership they established with the Trust, inviting Ms. Winkler to say a few words about MCC's relationship with the Trust.

President of the Miramar Cultural Trust Linda Winkler reminded the Commission that the Trust submitted its proposal to the City Commission in October 2015, offering to provide management services to the MCC. The Trust viewed itself as an ally with an organizational structure, uniquely positioning them to assist the Center with some of the financial and operational challenges it was facing. She noted, despite some of the frustrations the Trust experienced as a result of that offer, it was their perception that they were extending a helping hand to a partner, rather than engaging in a hostile takeover.

Today, many of those issues had been addressed or were in the process of being resolved, and most of that had to do with the arrival of Mr. Kantrowitz and Ms. Rusconi. Ms. Winkler indicated it was immediately apparent that the Trust would experience direct and open communication, a collaborative approach to the partnership, and a work ethic and level of professionalism that, until that time for the Trust, had been absent. She noted when she became President of the Trust, her goal was to put an end to the divide that seemed an integral part of the history of the two organizations, and once she began working with Mr. Kantrowitz and Ms. Rusconi, she no longer gave the notion of a divide a second thought.

At the Trust's January Board meeting, the Trust, at the request of the City Manager, voted to withdraw the Trust's proposal for the present. She said the

Trust was committed to supporting Mr. Kantrowitz and Ms. Rusconi, to collaborating with them and their team, so they could, together, deliver the best in the cultural arts experience to the community. She mentioned on the past Saturday, the Trust introduced its new program, The Corporate Circle for the Arts, targeting business leaders specifically as potential donors. This program was in the planning stage for almost a year, and for the first time, the Trust openly and publicly asked for money at a reception, and part of the decision to do that was its comfort level with the MCC's new leadership, and confidence with the direction in which the Cultural Center was headed.

The Trust, while 100 percent committed to the MCC, continued to have concerns, and it was appropriate to expect the MCC management team to effectively carry out the responsibilities of their job. However, she stated it was unrealistic to expect an overnight rescue, so the Trust was requesting the same degree of commitment from the City Commission going forward, as the Trust had made. As a 12-year Miramar resident and the President of the Cultural Trust, she believed for the first time since the MCC's existence that the Center had the right team at the right time. She asked the City Commission to give Mr. Kantrowitz and Ms. Rusconi the time and latitude to allow them and their team to make the MCC everything it had the potential to be.

Mr. Kantrowitz gave a PowerPoint presentation on the MCC, as indicated in the backup. He welcomed the Commission's questions and feedback.

MAYOR MESSAM: Thank you for the presentation. Do you have comments, Madam Manager?

CITY MANAGER WOODS-RICHARDSON: Stephen is ready to address any questions that you may have.

MAYOR MESSAM: At this time, the floor is open for discussions or any questions or inquiries from the dais. Commissioner Colbourne?

COMMISSIONER COLBOURNE: Thank you. Good afternoon, everyone. I heard some very good things today. There are two things that I just want to mention. Food and beverage services has been something of a concern, that we're operating at a loss, at almost $500,000 for the past few years, and I did not hear anything specific that would address that issue. It's been at least two years that I have been bringing this to our fellow Commission members here and City staff, so I do look forward to that being addressed, because, currently, it's still operating at a $500,000 loss. So I would like that to be dealt with. Thank you.

MAYOR MESSAM: Commissioner Chambers?

COMMISSIONER CHAMBERS: Good evening, everyone. Where do we begin? Mr. Stephen, I want to ask you, you read a lot of stuff off on the packet that I

have, it looks good, but there's nothing specific here. So can you tell me your specific plan for the theater?

MR. KANTROWITZ: Sure. Number one, as we move forward, we're going to be addressing the best way to connect and reach our community. It's been very important that we have connections that are very strong, that we reach people right here in Miramar first. We believe that the Center exists to serve our neighbors, to serve our community, and all the programs that we'll be looking and considering bringing to our space next year will reflect the community's needs and interests. For example, we're looking at partnerships with community organizations, where they can serve as resident companies. We want to move away from programming that is produced and presented at high risk to the facility, and we're looking at collaborations and partnerships where organizations within the community are able to perform on our stage, and to bring in their audiences, and their constituents, and their students, and really reflect what the community has expressed to us in surveys, and speaking with the community organizations and members of the community that come into our Center all the time. What they really would like us to see in our building, so we want to really make sure that we're listening to the community, we're serving the community, first and foremost.

COMMISSIONER CHAMBERS: How are you going to engage that listening to the community? How are we going to accomplish that?

MR. KANTROWITZ: For example, yesterday, I met with the advisory committee, and they are a representative of our community. We're going to work very closely with them, listening to their ideas, getting great input from them about how they think that the Center can be more responsive and more inclusive. So, specifically, we want to get as much feedback as possible, and really listen, really open our ears to what our neighbors and businesses and corporations really expect from us, and how we could be of the best service to them on a cultural artistic basis.

COMMISSIONER CHAMBERS: Let me ask you. In terms of fundraising, what's the plan? How are you going to accomplish your fundraising plan?

MR. KANTROWITZ: Sure. First of all, a key part of that plan is we've engaged one of our full-time staff, the Assistant Director of Cultural Affairs, as an expert in fund raising, so we're going to be mapping out our own master overall strategic plan. Right now, we just finished a grant application, and essential to our moving forward and finding the funding to underwrite as many of our programs as possible. We will look and research, and actually apply for, potentially, as many grants as would be applicable to underwrite all the different programs within our building. From our educational programs to MCC Presents At-Risk programming, to the summer festivals programming that reflects what our

community wants. We want to show that we are making a concerted effort to find ways to pay for it. In addition to grant writing, we'll be working with the Trust. A fundraising gala is planned that we have earmarked all the funds raised that evening to support our operations. The Cultural Trust has just launched their Corporate Circle, so we'll be working with them to make them more effective, and reach out early to the business community, and to further outline plans of our own for individual sponsorships and memberships for the Cultural Center.

COMMISSIONER CHAMBERS: In terms of grant writing, do we have a grant writing person on staff?

MR. KANTROWITZ: Yes. Ellen Rusconi is going to handle that. She just finished a grant that was applied for, and we're working at looking at identifying a great number of potential grants, and then speaking with the Commission about which grants would be appropriate for us to apply for.

COMMISSIONER CHAMBERS: And the advancement of the MCC, what are the strategies that you will use?

MR. KANTROWITZ: I'm sorry, I didn't hear the last part of that.

COMMISSIONER CHAMBERS: Alright, let me move onto the next one. What are some of the benchmark goals you have? Do you have any benchmark goals?

MR. KANTROWITZ: Sure. I think, number one, we wanted to identify what tools were needed to make us more successful, and I think to put it as simply as possible, we wanted to increase our revenue and reduce our spending. Going forward, when we look at cost saving measures, as far as everything going down to identifying talent, negotiating better prices, cutting back on what we feel in the past may have been areas of the budget that were not necessary. Restructuring the budget, as we move towards next year to make it more cost effective. We're looking at every possible measure to save money wherever we can, at the same time to increase our fundraising, and to increase our income from ticket sales, by looking at programs that we believe would be more suited for the interests of the community to support us.

COMMISSIONER CHAMBERS: In terms of increasing revenue, I know we cut staff. That was the first thing that we looked at over there; not we, but you and your predecessor, and they cut staff from 29 and a half to 14, I believe.

MR. KANTROWITZ: Twelve.

COMMISSIONER CHAMBERS: Twelve, and now we're down to ten?

MR. KANTROWITZ: No, it's 12 full-time.

COMMISSIONER CHAMBERS: What has changed, in terms of our budget; it hasn't changed at all, has it?

MR. KANTROWITZ: I believe that when we made the reduction, that's where the largest change took place, in the operating costs for the Center, and that's just the start. I mean once we produce the number of people, Ellen and I are working on making the staff more efficient, and seeing where we can find ways to get more done, and to reach more people, and to operate more efficiently. So we'll be looking within the staff we have to improve efficiency on all areas. Largely, I think the biggest change will be: a) increasing the fundraising revenue, and changing as we move into next year our programming strategy. By aligning ourselves with educational connections, I think we're going to see a marked difference in the box office revenues, because more and more people will be interested in the Center, more and more people will be coming into the Center to see their children perform, to see their grandchildren perform, to experience all that we have. That's very different from other centers. I think, ultimately, that will make a tremendous different in the bottom line.

COMMISSIONER CHAMBERS: What is one of the biggest challenges?

MAYOR MESSAM: Commissioner Chambers, I just want to bring to the attention of the dais that we are running on a time for the Commission. I do want to allow that everyone gets an opportunity to ask questions, so if you can make this your final question for this first round, so that everyone can have an opportunity to ask some questions.

COMMISSIONER CHAMBERS: Okay, so should I yield my time to Vice Mayor Riggs, and then come back?

MAYOR MESSAM: Sure. I'll give an opportunity to ask more questions. I just want to give everyone an opportunity, thanks.

VICE MAYOR RIGGS: Real quick, thank you. First, thank you for the presentation. It's nice to see where we're headed, and the other thing I love is the new relationship with the Trust. Having had the tour from you, and we sat and talk, and meeting with the President of the Cultural Trust, I am very pleased to see where we're headed. I'm very excited. One quick question. In reference to the classroom and the gallery programs, what is that? Does that involve some of the seniors from the high schools within the City? What is that?

MR. KANTROWITZ: It involves all organizations representing educational interests.

VICE MAYOR RIGGS: In the arts?

MR. KANTROWITZ: It's reflective of the exhibition at the Gallery right now. We try to make connections with our programs in the theater to the gallery. For instance, the current exhibition is very wide ranging, and we're seeing interest from groups that never had expressed an interest in it, so it was just a wonderful experience we're able to broaden the outreach of the gallery. That said, there are connections between the gallery and the space above; it's to allow students to experience the gallery to learn more about the exhibitions, learn more about arts in general.

VICE MAYOR RIGGS: Great idea, thank you.

MAYOR MESSAM: Good evening. First of all, I would like to, as the new Director, commend you for walking into a scenario that has been very stressed since the creation of the Cultural Center, with the goals of being a very good asset for the community. It definitely has the potential to reach that ideal, so I do commend you in taking this issue head on, and trying to assess where we are, and working with our staff, as well as trying to get up to speed as quickly as possible, in preparations for the next era and phase for the Cultural Center. I commend you for your efforts and your leadership in that. It's no secret, in terms of the challenges of operating a successful cultural center here in Miramar, in terms of the size it has, the operational setup in which we operate on. That's why I advocated to give some time for you, as the new Director, to be able to come in and get your bearings to be able to provide some direction. Now that we have been presented with that direction, I do however have a couple of questions, in terms of the execution of your proposed plan moving forward. I'll go straight at the heart of the matter. The largest issue is, basically, we look at a scenario of revenues versus expenses, and what we have to budget for every year for the operations of the Cultural Center. Can you elaborate more, in terms of what is the proposed financial and business plan for the Cultural Center? What are your revenue projections, and how does it compare to FY 2015, 2016, 2017. A comment was made, obviously, the current situation can't be turned around overnight. However, as the policymakers and evaluators meet personally to assess how we're doing, if we are to accept the proposed plan. What is the business plan, what are your projections, how do they compare year-to-year, and what tools are you going to use to deliver the projections? Has that been worked out yet, because it's not included in the presentation.

MR. KANTROWITZ: That is something that is being evaluated, and I'm really not in a position to go into great detail about that now, so that's something I will definitely have to get back to you with specifics. But we are looking at a budget next year as far as expenses of spending less and making more, so I don't have the exact figures percentage wise, but we are going to look at every single line item, identifying, realistically, what we can expect our revenue streams need to

be, where the areas are that we believe to be more successful, and allocate more money to justify that in those areas. Historically, they have not been successful to not spend the money on them, so we're going to be very cautious, and we're going to be very realistic. Beyond that, since we're at the very, very beginning of looking at budgets for next year, that's something that I will definitely have to get back to you with more specific information.

CITY MANAGER WOODS-RICHARDSON: If you'll allow me?

MAYOR MESSAM: Yes, Madam Manager.

CITY MANAGER WOODS-RICHARDSON: We're just barely completing our first quarter with the changes that we made as of FY 2016 started, so we haven't had, really, enough time to assess, from a number perspective, the effects of the changes. We do know that, so far, with the changes just in the marketing and the branding that we're doing, the attendance at the facility has increased, and we do know that some of the other things that meant more expenses, that we've been looking at decreasing the expenses. We've had more attention paid to the facility, and so we're still working on those things that we proposed as of October 1. So far, we're doing really well, in terms of what the reduced number of employees. It's certainly a challenge. We're working to cross train, to make people a little bit stronger in other areas, so they can be looking at how we can do more with less. We're getting advice from other facilities, in terms of how they're doing, so we continue to do all of those things that we propose. We feel very, very hopeful with Stephen, and definitely with the attitude of the staff. And I did want to mention that the employees, when you're talking about a stressful situation, we applaud them. They have come a long way, they've done a lot, and they've been here. And I got to tell you, it's very difficult to hear yourself being talked about, as if you're not in the room, but they did it, and they did a great job of it. We feel like the team is strong, and they're working, and they're looking at everything. We're starting now the preparations for this year's budget, and everything is open.

MAYOR MESSAM: Yes, and I concur. We have some of the hardest working staff at Miramar Cultural Center that does a phenomenal job, and we can't say enough how much we appreciate them, and the efforts to accomplish what we need to provide the programming and the services that the Cultural Center does provide. And it's always a pleasure working with our staff. What I would add, as policy makers, because of the sensitivity of the Cultural Center, and to be able to put ourselves in a position to be able to measure success, we have to be in a position to establish baselines, to establish targets, to be able to say, for example, I would imagine that today you may not be able to say it will take one year, two years, three years to turn the ship around. However, if it takes three years, along the way, every year when we have a budget, the question is going to become: what is the cost to operate the Cultural Center? Does the cost

increase annually? I mean we do know how many employees we have, we do know and can predict our operational costs. We know how many planned performances or productions we will Bring to the Cultural Center, so there's a baseline of projections that we can have, so at least to simulate what expectations are, so we can say, for example, year on year, we're expecting to spend X number of dollars on operations. We anticipate X number of dollars in revenues, based on this projected attendance. A lot of the ideas and programs will be first, so there's not necessarily a precedent or a track record, so there will be some challenges in terms of setting your projections, but we have to establish a baseline. So that when the first year has been, because you came in and this budget was already done. There's probably little you can do at this point, in terms of the programming that is taking place right now, so you're gearing up for 2016, 2017. But, with that stated, as a policymaker, who has to approve a budget, if you present 2016/2017 budget with a, let's say, 20 percent, 25 percent increase in operational expense -- I'm not saying that's what you're going to do. But you may come to the realization, based on the efforts you need to do in the community to put your plan in the best position to succeed, that could potentially be a reality. Without having any baselines or any markers to be able to track what can potentially be a success. We want to be able to evaluate performance, more on an objective standpoint, as opposed to a subjective standpoint.

MR. KANTROWITZ: We will be prepared for that. We are looking at increasing between ten and 20 percent of our revenues in many areas, and reducing costs by between ten or 20 percent. As we move forward into the budget process, we will certainly have all of the financials to back up the things that you're expecting us to provide and have perfect evidence to show that we're making the right decisions, and moving in the right direction for you.

MAYOR MESSAM: Couple other quick questions. You made a statement earlier about high risk productions to the facilities. Give me some examples of that. What do you mean? What are high risk productions to the facility?

MR. KANTROWITZ: High risk is an industry term when you are booking a show, and you are solely responsible for meeting the cost of that show. So the risk is on the Center for selling, say the show cost $40,000, you're solely responsible for $40,000 on your own, as opposed to a co-production or collaboration, where you're sharing the costs.

MAYOR MESSAM: I got you. One issue that commonly comes up in some of the local, I guess, producers, or those who are organizations that put on performances. I know very prominent in the Caribbean circuit, their success in putting on productions is their ability to sell tickets to the community. They use outlets, so restaurants, different places throughout the community where potential attendees go to purchase tickets. We have a box office, and that's a revenue generating opportunity for the City, it allows many advantages for the

City in terms of data collection for those who have purchased tickets. Being able to manage any information regarding who sits in the seat for us to use for other future marketing opportunities. Have we found a solution in regards to working with our local producers who will be bringing low risk productions to the City, where they would be renting the facility and hiring our staff for the production, the backhouse productions for the performances? HAs there been a solution in regards to how we can reconcile the scenario, where we can control tickets, while meeting the convenience of these private promoters, to be able to sell at these outlets?

MR. KANTROWITZ: I believe we're working towards that. A large portion of our users are these community producers, and we absolutely love being able to serve them, and we make great room in our calendar for exactly those types of performers. I think that, as we move forward, we need to work with them more closely, and to make sure that they understand what's appropriate for our needs, and that we recognize how we can help them to make their events more successful. I think it's a communication issue where we need to make sure that all parties are fully understanding what needs to be done to work together to bring about success.

MAYOR MESSAM: Yes, definitely, highly, I encourage that, because I'm sure there's a solution that can be made, so that we can get the information that we need, can control access, while being able to meet that need. Because, if we're saying we're going to work with the community, we have to understand how the community is accustomed to, and maybe there's some things that we can introduce, maybe, some technological advances that they may not necessarily know, maybe aware. So I just think that we definitely should explore those options.

MR. KANTROWITZ: Yes. It's essential for us to have them successful, because that makes us more successful, and we're able to serve more people, so we are absolutely willing to work with them, and to find ways to make them have a more effective experience at the Center.

MAYOR MESSAM: And my last question before I open it back up is, this is more of a hybrid question regarding our relationship with the Trust, for me. I know why trusts exist, I'm familiar with trusts, I'm a trustee myself at Florida State University on our Foundation, so I understand the whole premise, it's a fundraising arm in regards to raising funds for the benefit of the beneficiary. In our case, our Cultural Trust benefits our Cultural Center. What is the organizational structure of the Trust? Are there covenants between the Trust and the City? Is there a charge for the Trust, in terms of: what are their goals, their fiduciary responsibility, do they report to the City, are they an independent arm that just gives its support? I was very pleased to hear that we had an actual fundraiser that actually asks for donations. Funds that come into the Trust, who controls

those funds? How are the funds, therefore, if it's even transferred to the City or how does it benefit the City? So I would like to get more information in regards to the formal relationship between the Cultural Trust and the City, because I think that's very important, because then we can set these expectations. As I stated before, when the Trust submitted a proposal to, potentially, operate the Cultural Center, as I said then, I'll say now, my doors are open. I would love to meet with the Trust, so we can get these questions answered. So I'll say it again. It's a formal request to meet with the Trust, because I've only met with the Trust once in terms of when the proposal was presented to be explained, but I really need to understand. I think the Commission should have the benefit of really understanding, or maybe I just don't understand it, because I haven't seen what this relationship is with the City, so we can understand. Because we're setting policies, and we can put the Trust in its proper perspective, as it relates to us setting policy, so we can work as a team in regards to meeting the goals for the Cultural Center. Are there any other questions? Commissioner Chambers.

COMMISSIONER CHAMBERS: Mr. Mayor, I'm extremely disappointed that you don't understand the Cultural Trust that we have here, and what their function is, how they've been working with the Cultural Arts Center, since they've been in existence.

MAYOR MESSAM: Have you seen organizational documents of the formalization of the Trust? Have you seen a resolution between the Trust and the City of Miramar that establishes the relationship between the City of Miramar? So, in your disappointment, I would be glad to hear a response and record of you seeing these documents.

COMMISSIONER CHAMBERS: I think I have the floor, Mr. Mayor. Give me a minute please. I didn't yield the floor to you yet.

MAYOR MESSAM: The floor is yours, sir.

COMMISSIONER CHAMBERS: The Trust has been very instrumental, helping the Cultural Arts Center. Last year, they actually gave $30,000, they brought in quite a few exhibits, and everyone that they've brought in has been successful. Even the one that we had with Jason Taylor, that was the Trust. Guy Harvey, that was the Trust. The fishing thing was very successful. The gallery exhibit, and so on, and so on. I'll give you a copy later on to show you what the Trust has done.

MAYOR MESSAM: That wasn't my question, Commissioner.

COMMISSIONER CHAMBERS: It's very difficult to work with an entity that's not productive, and that's what was happening here for the past year, the management over there was very difficult to work with. There's no sense

throwing good money at bad money. Nobody wants to do that. Who wants to help somebody do something, when there's nothing in return, and they're not on the right track. Nobody wants to do that. So now we have a change, and it seems to be much better than what we had before. The people that work there are much happier, which is a good thing, the employees, so I think the Trust is willing to come back to the table and try to help as much as you can now. I disagree earlier with Ms. Linda that with the hostile. I don't think the Trust was hostile when it brought the proposal forward. It was not a hostile takeover, as many people think and say, I think they wanted to help, and I think it was a good thing, and we are here, and I think it made some changes. Ms. Maureen Kohler, very bright lady, a lot of experience, she saw what was going on, and they wanted to help, and now they want to throw her under the bus, because she stepped forward and tried to save the Cultural Arts Center. I applaud her for that, and if you guys would check and look into her background and see what she has accomplished and her experience, you'd know that she's a very capable, and meant nothing but good for this community, even though she does not live in Miramar. I mean she means well, from what I see every time I met with her, and all her ideas and love for this community, and for the City, and for the theater. It's nothing but good. Even me, people see me as hostile. Of course I'm mad about what's going on. It's the residents' money, and I'm only here to make sure we do the right thing, and to take care of the residents of Miramar and the way we spend their money, and the business people, and our employees, I'm here for them. So that's the only reason why I'm here. People didn't give me a chance, but the residents of Miramar, they elected me, so as long as I'm here, I'm going to try to make a difference in this community. I want to say one time for the Trust. I think they had done as much as they could with the circumstances that was here, and I couldn't have asked more of them. Now we're moving forward with Mr. Stephen, I'm looking forward to them working with the Theater. Anyway, let's move onto something else. Mr. Stephen, what is one of the biggest challenges that you see with making your plans work, a reality? And how do you plan to overcome it?

MR. KANTROWITZ: I think the biggest challenge will be establishing the connections that are missing from the community. I think everything that we're planning hinges upon the community's participation and being engaged with what we do. And I think if we're able to connect and to really listen and to provide our community with what they want to receive from us, I think life will be very much a smooth ride. So, since there isn't this history of that, and we haven't connected prior to this, making these connections, just keeping our ears and our minds open to what the community expects, and to deliver what the community expects.

COMMISSIONER CHAMBERS: One more thing that I kind of disagree with that the Mayor spoke about earlier was the shows, the productions, and it's something that I didn't want to start off with again this year. I don't want to hear it from another director, because it's been going on for a while. Every time

somebody new comes in, they're taking over the programs that the previous person picked, so it's the same situation again this year, and they're some good programs so far that I've seen, and I know that we can work with those. So I'm expecting you to work with what we already have that was picked, which is not your pick, and to make it happen. I don't want to hear, "Oh, I didn't pick it. The previous person picked it." The previous person said the same thing, "That one picked it." And so on and so on. It's been going back. No more of that stuff. That's why we hired you this time, and I wasn't there then, but I don't want to hear that anymore. What we have, we have to work with it, we have to make it work. I think it looks good, from what I've seen, so I don't want any more excuses. But I want to ask you also, now that we're here, we have to have a benchmark, and with the goals that we laid out tonight, what I'm going to ask of you, I want a quarterly report. I know we're finishing up the first quarter, I need to have a report. Now I was going to say next week, is that realistic, to give me a quarterly report next week?

MR. KANTROWITZ: I can give you a quarterly report of the previous quarter, but just be mindful that I was not part of that first quarter.

MAYOR MESSAM: The Manager would like to speak.

CITY MANAGER WOODS-RICHARDSON: If you would, Commissioner Chambers, the information for the previous quarter, the last quarter, which is technically the first quarter of the year, is being compiled as part of our regular quarterly report. So the information, as it relates to the activities of the MCC, will be part of the quarterly report that comes out of my office regarding all of the City departments.

COMMISSIONER CHAMBERS: All right, let me redirect my question. I'm asking for your quarterly report, since you've been here, since November 3rd, it's going to be three months end of January. So I want your report, not the previous director's report.

MR. KANTROWITZ: I certainly can provide you with a report.

COMMISSIONER CHAMBERS: From there off, I'm expecting a quarterly report, and what I'm looking for also, a budget versus actual.

MR. KANTROWITZ: As that information becomes available to me, I will be more than happy to provide you with those figures.

COMMISSIONER CHAMBERS: So with your first quarter, a reasonable time, next week, two weeks?

MR. KANTROWITZ: Yes, within a few weeks.

COMMISSIONER CHAMBERS: Next two weeks?

MR. KANTROWITZ: Sure.

COMMISSIONER CHAMBERS: And, from thereafter, another quarterly report.

MR. KANTROWITZ: Absolutely.

COMMISSIONER CHAMBERS: I don't care about nobody else, I need it, and I need the budget, the actual budget report also.

MAYOR MESSAM: One more question Commissioner Chambers, then Vice Mayor Riggs.

COMMISSIONER CHAMBERS: I want to thank you for your leadership at this time, and what you've provided, the comfort level that your staff has received. I know we're here now, we will try to work with you. There's a lot of other issues that I need to deal with, but since we're pressed for time, I don't want to get into that. I think we're going to make some more time to where we can get into that. I don't want to go into my next budget cycle with this dragging behind me, so I'm going to request some real progress before my next budget cycle, so I can make a decision for my residents. So expect me to give you some time.

CITY MANAGER WOODS-RICHARDSON: Commissioner Chambers, I just need to be very, very clear that I think that, and my staff is very well aware that I encourage them to make sure that we provide as much information as possible to all our Commissioners to make sure that you have everything that you need to work with. I believe that you are dangerously close, and you are crossing the line to directing staff. And what I would like to do is if we can sit down and we can talk about the things that I will be happy to provide for this board. I think that's the way we should proceed, but I really need to not allow you to tell Stephen, not only what to provide it and when to provide it. That is clearly given directions, and we don't want to do anything that violates our Charter.

MAYOR MESSAM: Thanks, Madam Manager, for that clarification. If you can wrap up your comments, so we can get to the Vice Mayor, and we can move onto our next session. Thank you. The floor is yours, Commissioner Chambers.

COMMISSIONER CHAMBERS: No, I think I'm within my right to ask for things here. We're the policy makers here, and if things are not going right, I think it's within my right to ask for it. I don't care who gives it to me, as long as I get it. I just want to ask, and I'm asking in the public, so everyone can hear it, and it be provided to me. So I'm not on a two-year, three-year thing, it's not going to happen to me, so I guess I'm done for right now.

MAYOR MESSAM: Thanks, Commissioner Chambers. Vice Mayor Riggs.

VICE MAYOR RIGGS: First, I want to clarify that there's no doubt that the Cultural Trust has the best interest of the City and the Cultural Center at heart. With that being said, I too am very interested in knowing what is our exact partnership between the Cultural Trust and the Cultural Center, in black and white, as to, for example, how much money do they plan on raising, how does that money get transferred to the Cultural Center? Those are very good questions, so I, too, am very interested in finding out the answers to those questions. Thank you.

MAYOR MESSAM: Thank you, Vice Mayor. First, I want to be very clear. My questions earlier were specifically guided towards how do we move forward in a process to be able ascertain success or failure, very objective. It was not directed at any person, personality, or organization affiliated, or within the Miramar Cultural Center or the Cultural Trust. My request for the Cultural Trust was simply a request to meet, as well as to be provided the organizational structure of the Trust, what is its goals and missions, how does it work with the Miramar Cultural Center, what are some of its expectations? I'm interested to know, specifically, what were some of the challenges with working with the City, so that we can ensure, moving forward, that we have a smooth relationship with the Trust. None of my questions, none of my statements questioned any past philanthropic activities, gifts, or anything to the Cultural Center. None of my prior comments were negative or adversarial towards the Trust, in terms of its intent, its spirit, or even its will to support the Cultural Center. That is for the record, and I'm just setting the record straight. Asking questions to understand the formal relationship between this City and as it works with its Cultural Trust, and I seriously doubt that any member of this Commission has any written documentation of that relationship, or at least I don't have it. So that's why I made the formal request. So I don't want it to be said or even perceived that this Mayor questioned the goodwill, as well as any gift or any philanthropic efforts of the Trust with the Cultural Center, as it was implied earlier. My other request, and specifically why I asked for a financial and business plan for the Cultural Center is so that, as we're making requests for reports, what are you going to benchmark these reports on? Is it just that you're going to look at the budget and what was proposed versus actual, or are you looking at other reports? What information in the report are we looking for? So without having the financial plan, what are you going to gauge the report against? You can simply put the budget book up, and say, "Okay, these were the projected revenues, these are the projected expenses." But if there's a shortfall, or if we exceeded expectations, there's still vague information. It still doesn't tell us the complete story. But with a complete business and financial plan, then we can really and truly dissect the reports. You know, it was mentioned earlier that when you look at the budget book by itself, and you see a $500,000 deficit for food and beverage, that doesn't

really tell the complete story, because that also includes debt service on the building, it also includes the air conditioning of the facility, that has nothing to do with a customer coming here, buying or ordering our catering services, renting our facilities. It doesn't tell the complete picture. But with the financial and a business plan, it breaks down every department, ever division within the department to be able to tell the true story. So I was just simply making those statements and those observations, so that when information is presented to me, that staff is in a position to answer my specific questions. Because, at the end of the day, we have a budget year coming up next year, and this department is going to propose their budget, and when their budget, to be successful, everyone is raving about the plan, but when they come with their budget, and if it so happens it doesn't necessarily meet the financial expectations that we're thinking it's going to meet, then there's going to be another long discussion that's not necessarily going to be based on fact. It's just going to be on what we perceived what should have happened, so I would like to try to be as objective as possible, so we can support our hardworking Cultural Center employees that work every day to make this City look well in every production that is done in here. One final thing I saw on the slide, there was a proposal to not allow outside catering in the facility, and I'm wondering if that's necessarily the best approach to have. I know right now we have a lot of rentals in the banquet facility, so it will be interesting to know, with those rentals, how many of those rentals take advantage of our catering services? Is it fifty percent, is it 70 percent, 80 percent, or if it's less than 50 percent, maybe that's probably why we have such high rentals, because of the flexibility to be able to bring in catering. And I know that the comment was made to be able to keep with consistency or I think the word was for quality control, and safety for the customers. I think if someone is organizing their own and planning their own event, that they vetted their caterer, they have a sense of security of the vendor that they have hired to cater the service, and they do it at their own risk. Or maybe from a contractual standpoint, maybe having some release form signed for any food that's brought in, to kind of help mitigate our risks. I just want to get more information to see, so we can make sure that this is something that we're going to accept, that it doesn't detrimentally impact our ability to rent the facility. And our catering, the new caterer that we switched to is phenomenal, by the way, and I'm the first person to say the food is awesome, it's outstanding. But even though I may personally like it, someone else may not. There may be some cultural restrictions, or whatever the case may be, so just something to consider.

CITY MANAGER WOODS-RICHARDSON: I think we're out of time, really, but I would like to provide you some information, and some reasons why we would want to support the policy decision to not bring in the food. There are some very specific things that we need to be concerned about, and so some of our recent experiences have not been all that we would want them to be for the City.

MAYOR MESSAM: Fair enough.

CITY MANAGER WOODS-RICHARDSON: So we can provide you with something that says why we should do it.

MAYOR MESSAM: Okay. We do have an executive session.

COMMISSIONER CHAMBERS: I'll be quick, I'll be brief.

MAYOR MESSAM: So 30 seconds for everyone to give any final comments, and I'm going to hold you to the 30 seconds, so we can get upstairs to our executive session, and be back in a relative amount of time for the Commission Meeting. Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Mr. Mayor, for the record, I was not attacking you. I just simply think we have a meeting for the Cultural Arts Center, then it goes off into the Cultural Trust, and I just think we're pressed for time, and it shouldn't have gone to so much questions about the Trust. That was just my concern, because this was supposed to be about the Cultural Arts Center, and it's been a while coming. So that was just my issue, thank you.

MAYOR MESSAM: But the presentation included the direct involvement with the Cultural Trust to raise money, which is directly tied into the success, so I think that the relationship is a necessary knowledge for us to know, and that was the reason why. I wasn't attacking the Trust, as I stated earlier, I just clearly want to understand what's the formal relationship between the Trust and the Cultural Center, and I reserve the right, and maintain that right to raise that inquiry. Thank you. Commissioner Colbourne, do you have any questions? Vice Mayor Riggs? Okay, meeting is adjourned.

ADJOURNMENT

The meeting was adjourned at 6:40 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cc

MINUTES OF THE CITY OF MIRAMAR
SPECIAL COMMISSION MEETING

JANUARY 27, 2016	6:15 P.M.

The special meeting of the Miramar City Commission was called to order by Mayor Wayne M. Messam at 6:46 p.m. in the Commission Conference Room, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

Upon call of the roll, the following member of the City Commission was absent:

Commissioner Winston F. Barnes

The following members of staff were also present:

City Manager Kathleen Woods-Richardson
City Attorney Jamie A. Cole
City Attorney Alison Smith
City Attorney Eric Stettin
City Clerk Denise A. Gibbs

The meeting was closed to the public. The subject matter of the meeting was about settlement negotiations and strategy related to the litigation matter styled:

Maria Strickland vs. City of Miramar OJCC Case No. 15-000485LAR State of Florida, Office of the Judges of Compensation Claims

The Special Meeting reconvened with the following action:

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Temp. Reso. #R5990 the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DAG/

MINUTES OF THE CITY OF MIRAMAR
REGULAR COMMISSION MEETING

January 27, 2016	**7:00 P.M.**

The regular meeting of the Miramar City Commission was called to order by Mayor Wayne M. Messam at 7:23 p.m. in the Commission Chambers, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

Upon call of the roll, the following member of the City Commission was absent:

Commissioner Winston F. Barnes

The following members of staff were present:

City Manager Kathleen Woods-Richardson
City Attorney Jamie Cole
City Attorney Alison Smith
City Clerk Denise A. Gibbs

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Proclamation: Black History Month *(Mayor Wayne M. Messam)*

Proclamation: Police Chief Ray Black Day *(Mayor Wayne M. Messam)*

PUBLIC PARTICIPATION (7:30 P.M. – 8:00 P.M.)

MAYOR MESSAM: Before you speak, Mr. McQueen, there've been members from the public, who have stated their name and address requesting to give their time. It's not a procedure that we grant, so if you could just state your issue for the Commission for public comment.

Craig McQueen, Miramar resident of 3581 SW 68th Terrace, spoke on behalf of fellow residents Bill and Carolyn Steers, Efirain Collazo, and Rene McQueen, who were present at the meeting and acknowledged that Mr. McQueen spoke for them on the matter of parking on the cul-de-sac, and as it related to the Code, Section 20-48. He distributed a handout to the City Clerk and Commission to aid with the clarity of his comments. The abovementioned residents lived in a cul-de-sac, as indicated in the photograph provided, in which there were four houses. He pointed out that the two end houses had swails, and the two middle houses had no swails, and if there was traffic overflow and there was nowhere else to park, people parked in the cul-de-sac. As a resident since 1989, he always had a car parked in the cul-de-sac, and there had never been an issue or problem, and as the Code, Section 20-48 stated clearly on Section D, parking in a public right of way: it shall be prohibited for any person to park any vehicle in any street to impede the flow of traffic or to interfere with emergency vehicles. He noted section K spoke about the blocking of someone's driveway, but there was no language pertaining to not being able to use the cul-de-sac. A cul-de-sac was somewhat unique, as it was a dead end with a circle, so people could easily come in and get out. Mr. McQueen said daytime traffic in their cul-de-sac consisted of two groups of people, directing the Commission's attention to his handout, where it stated one group was the United States Postal Service that accessed the area every day without an issue. The second group was their biweekly trash pickup, Wastepro, and they accessed the cul-de-sac to provide their service without any problems. After he moved in, two other neighbors moved in, one in 1997, and the other in 1998, and from 1997 to 2013, their cul-de-sac was unknown, and people parked in the cul-de-sac whenever necessary. If there was a family gathering at one of the nearby neighbors, they mentioned to the residents in the cul-de-sac that they were having an event and some of their guest would be parking in the cul-de-sac, but they would ensure that no one's driveway was blocked. He asked the Commission to look at item three in his handout, stating in 2013/2014 was when the subject issue began, and that item was a 77-page report from the City of Miramar's Code Enforcement Department that listed code violations for the property at 3591. Mr. McQueen indicated this was when the problems started, as the neighbor residing at 3591 got upset that he received citations for code violations on his property. No one in the neighborhood called code enforcement, but he claimed the neighbor at 3591 believed the situation had been created by neighborhood action, so he began calling code enforcement to complain about what he felt were issues on his neighbors' properties. He referred to item four as evidence of these complaints by the resident of 3591. For example, one of his complaints was about trees on a neighbor's property, and the City's tree expert stated the trees were not a problem and were within code, and excessive trimming could

damage them. He said the resident of 3591 then complained about stains on the sidewalks and, as the pictures he provided showed, there were no stains on the sidewalks other than those found on the sidewalk in front of the 3591. Mr. McQueen intimated, when no citations were issued from the efforts of 3591, the next complaint was about trash cans being placed in the cul-de-sac, until code enforcement informed him that, as there were no swails at two of the homes, the only place to put the trash cans was in the cul-de-sac, as long as no one's driveway was blocked. The report showed that the only trashcans code enforcement found in the cul-de-sac at the time of their inspection were those belonging to the resident of 3591. He said the next set of complaints had to do with parking, as item illustrated, and the police department was called 25 times regarding parking, and each time the officers noted in their reports, as shown by items 4a, b, and c, that no driveway was blocked, there was no impeding of vehicular access, the complaints were only about parking in the cul-de-sac and the Code, Section 20-48 was used by the complainant to substantiate their position. It became such an irritant, that the police ruled that no one could park in the cul-de-sac, and this was due to the complaint of one person, and this was unfair.

MAYOR MESSAM: Mr. McQueen, if you can make your requests, so we can move on.

Mr. McQueen thanked the City Commission for allowing him to speak. He stated the situation went to the point of the resident of 3591 approaching people about parking in the cul-de-sac, which was a very dangerous action, and he asked the police department to direct the neighbor to cease this action. The officers informed the resident at 3591 that he could not go about telling people they could not park in the cul-de-sac. He noted his handout included a Code Enforcement statement about the resident at 3591 going to several addresses, taking pictures of people's homes in search of code violations. The residents whom he spoke for and he were simply asking the City Commission for a review by City staff of the Code, Section 20-48, as they thought the application of the ordinance as written supported their position; it did not prohibit people from parking in a cul-de-sac, and the language of the ordinance should dictate the actions of the police. The residents who had been parking in the cul-de-sac for many years without complaint should be allowed to continue doing so.

Robert Nicholson, Miramar resident of 3591 SW 68th Terrace, urged the City Commission to have staff review and enforce the Code, Section 20-48, as his issue was never about cul-de-sac parking, rather it was about his driveway being blocked by garbage cans and vehicles. He believed the police reports noted this occurrence each time they answered his complaints. On the issue of being fair and equitable, he received a letter from Code Enforcement stating that the tree he complained about was a hazard. He mentioned if the Commission were to visit their neighborhood, they would witness three 100-watt bulbs shining into the windows of his house. There was also an issue of trespassing, as on July 2, 2013, when the subject situation started, a statement was made about someone trespassing on his property twice a week, and he needed the law to be fair, as it took 15 months for the person he accused of trespassing to be cited for parking and blocking his driveway in the cul-de-sac. He claimed never to have

approached anyone about parking in the cul-de-sac, rather the letter sent to the residents was in reference to blocking his driveway and harassing him. Mr. Nicholson noted he would leave a video with the law enforcement personnel present, so they could decide who was in violation. He sought only to live in his home peacefully, but he was constantly harassed by a code enforcement officer with citations for small issues; he stated he had video of the same officer spending 40 to 60 minutes "lollygagging" in the cul-de-sac, when she should just do her job and leave. He praised all the City's police officers, as they had supported him, but he wanted them to be fair. Because one of his neighbors was a law enforcement officer with Miami, he was not above the law, and it seemed as though this was what the matter was about, favoritism with code enforcement and some of the police officers.

MAYOR MESSAM: Typically, during public comments, we reserve comments, but this is an issue that the City's administration and, perhaps, some of the Commissioners, at least, I'm aware of this issue. Internally, we are working to respond with a solution regarding the issues that have been raised tonight, and you both will be contacted in terms of what will be the next step. Obviously, this is not the forum to solve the issue between two neighbors, but we do appreciate both of you taking advantage of the public forum process to communicate your positions, so I respectfully thank both of you for coming forward tonight.

Roland Abel, Miramar resident of 7606 Harbor Boulevard, felt members of the public should not only attend Commission meetings to complain, as when something was done well, they should come and acknowledge and appreciate the City's actions. He complimented the City on the lighting of Fairway Park, stating he was unsure how many people had the chance to drive by the Park when the lights were on, noting it was one of the best lit and most beautiful parks at night in the City of Miramar. The only downside he foresaw was that when others drove by and saw the park at night, they would be pressuring the City to do the same at their neighborhood parks. He was unsure which City department was directly responsible, but he wished to say the lighting was absolutely beautiful.

Mary Raynor, Miramar resident of 6100 SW 21st Street brought three issues to the Commission's attention. The first was that, effective March 1, 2016, the City was now charging a two-percent charge on credit card payments, and this had been included in the City's Fiscal Year (FY) 2016 Budget. She asked why residents were now being charged the two percent, believing this was what was called double dipping, and this was a matter that needed to be looked into, as she recently received numerous calls from residents on this matter. Secondly, public safety was most important for residents, so she questioned why the construction of the police substation in east Miramar had been delayed for two years, as the Civic Center was not being used, and she understood the PAL facility had been torn down. Thirdly, she noted some City employees were overlooked for promotion into higher positions, while others were simply put in higher positions without seniority, etc., and something had to be done about treating City employees fairly. She did not believe this was the current practice.

CONSENT AGENDA

Commissioner Colbourne pulled items 6, 8 and 11.

Commissioner Chambers pulled items 7, 8, 9, 10, 11, 12 and 13.

Vice Mayor Riggs pulled item 12.

Mayor Messam pulled items 2 and 8.

On a motion by Commissioner Colbourne, seconded by Commissioner Chambers, to approve Consent Agenda Items 1a, 1b, 1c, 3, 4, 5 and 14, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

1a. Minutes of the State of the City October 1, 2015

Approved

1b. Minutes of the Special Commission Meeting of November 23, 2015

Approved

1c. Minutes of the Regular Commission Meeting of November 23, 2015

Approved

* * *

MAYOR MESSAM: Before we go down into the items that were pulled out of Consent Agenda, I did omit a presentation by Business First Survey Results by PMG Associates, so I do want to take the opportunity to bring them forward, so they can give the presentation prior to us going to the agenda. I apologize for that omission.

Presentation: Business First Survey Results by PMG Associates, Inc. *(PMG Associates, Inc., Vice President Phil Gonot)*

2. Temp. Reso. #R5965 approving and adopting the planning document/preliminary design report for the **East Water Treatment Plant Renovation Project** pursuant to Chapter 62-552 of the Florida Administrative Code. *(Utilities Director Hong Guo)*

MAYOR MESSAM: I pulled this item. I don't have a full presentation request for this, but I would like though, however, for you just to give a summary for this item with the East Water Treatment Plant Renovation Project, just because our neighbor has often said that a lot of emphasis is not being made into the east. And we just want to communicate to the residents of an exciting project that is taking place on the east side of town that directly impacts the residents and the businesses on the east side of Miramar.

Utilities Director Hong Guo gave a brief overview of the subject resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: What is the anticipated construction schedule for when this project is to be completed?

MS. GUO: The project right now is in the design phase. By the end of this year, we should have a full contract firm construction cost, and come back to the Commission for approval. The construction is going to take two years.

MAYOR MESSAM: So, in essence, on the east, they will have a newer, basically brand new water treatment plant, with clean, fresh water, even with, at least, newer technology than the west treatment plant? It's the same but new components?

MS. GUO: Correct.

MAYOR MESSAM: The reason why this is so important is because when you're talking about economic development, redeveloping our historic side of town, you have to have infrastructure in place. So now, when developers are looking at potential investment opportunities, knowing that the City is building a brand new or totally renovating its water treatment facility, they can develop their projects with the confidence that they have high grade, quality water. And they can market that to the their potential property buyers, as well as tenants, and this is very key in terms of investment. And, finally, the financing mechanism. Due to the fact that utilities is an enterprise fund, it operates totally and separate from the General Fund, because that's where the taxpayers pay taxes to operate any operational cost for the City. Utilities is an enterprise fund, and it operates solely within the resources that it generates from producing water supply, as well as fees it charges for sewer. And, using the State Revolving Loan Program is absolutely the most fiscally responsible way to financing these expensive projects, because it's going to cost us over $20 million for us to renovate this facility.

MS. GUO: The final construction cost is in the development stage, and we anticipate we're going to be much lower than the $20 million.

MAYOR MESSAM: That's even better, even better.

MS. GUO: But we are approved up to $20 million, but the actual final agreement for the loan will be based on the actual construction cost.

MAYOR MESSAM: Okay, great. Are there any questions? Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Good evening Director Hong, how are you?

MS. GUO: Good, thank you.

COMMISSIONER CHAMBERS: This has been one of my biggest concerns before I got elected here. I'm very happy and excited that we're moving forward trying to get this done, and I wanted to commend the utility workers, you and your staff, and the people in the trenches 24hours trying to keep that water plant going, and providing us with safe, drinking water. Even though it's an older plant, the water is better than bottle water, and I truly mean that it is, and it's not an easy task to keep that plant going. There's some work, so I want to commend you and the men and women in the trenches keeping it going when the work to that water plant. However, I'm still a little disappointed that when we had the opportunity to build up that water plant for cash, we didn't do it at the time, even with the reserve that we had, and the $60 million that we borrowed, we still didn't do it. I don't want to keep going back there, but we're where we are now, and I'm hoping that we can bring the cost down. That's going to be an issue for me, and I now we're trying to borrow more than we, well, what we're applying for is more than what we're going to need to build that plant, so I'm going to be watching, and I hope we can get it down to where a minimum cost. We have to really do due diligence and shop, and make sure the contractor doesn't overcharge us.

MS. GUO: That note is well taken, and we work very closely with the contractor and designer. We try to use innovations through the design process, whatever we can see the possibilities to save money, we definitely will do that. That's why our staff is on top of the task. We don't let the contractor or let the designer run the project, we are very much involved; that's the reason we select design/build. Actually, it's a progressive design/build. We're going to work closely with the design engineer and the contractor, making sure we spend the money most cost effectively.

COMMISSIONER CHAMBERS: Right, and I will be forwarding some of my concerns, in terms of pricing to you or the City Manager. From my understanding, we're borrowing the money, correct?

MS. GUO: When we did a restudy, including this project, it was balanced with a cash fund and also borrowed money from the SRF. We're not going to borrow more than we need to borrow, that's for sure. We do have some cash we can use, but the State Revolving Loan right now is less than two percent, and we can use our cash for some other needed projects, because with a small project, it doesn't make sense to borrow money. So if we can borrow money for these major improvements, we can free our cash for some other pay-as-we-go projects, like our vehicles need replacement, we have some ongoing equipment replacement. Each one of those could cost a couple hundred thousand dollars on an annual basis, so those kinds of needs is going to be covered by the cash. We are very healthy in cash in the utility financing, and I'm very confident with that, but this project, as I said, we were approved up to the amount, so why don't we take that and (unclear 1:04:40) for that.

COMMISSIONER CHAMBERS: What I was trying to get at is that even though we're borrowing the money at a low interest rate, two percent, I believe, we're going to have to pay it back. That's a lot of money, and it's two percent, and two percent on a lot of money adds up, so I just wanted the residents to be aware that it's not free money we're getting, we're going to have to pay it back. Even if it's interest free, we still have to pay the money back, so that's what I was trying to get at. Thank you so much.

MAYOR MESSAM: And for clarity for the residents that the utility fund is a self-supporting fund, and it's not supported by the General Fund, which the 2013 Revenue Bond supported capital projects associated in the General Fund, so these are two separate funds. This is not funding options. The 2013 Revenue Bond would not even be in consideration for funding the water treatment plant or any utility asset, because it's a separate utility fund. So I just want to be clear, so it clears up any misunderstandings, in terms of what options the City has in terms of financing projects. I do commend, as stated earlier, staff for taking a very conservative approach, in terms of using financing vehicles to upgrade needed assets on the City, without having a deleterious effect, in terms of increasing rates for our end users, which are our businesses and our residential community, so I commend staff for that. But I just wanted to make that clarification, because it comes up a lot on the dais, and I just want to make sure that the residents understand that infrastructure improvements that include utilities are totally self-supported and funded through the utilities fund as a separate enterprise fund. Thank you so much. If there aren't any other comments or questions, I'll entertain a motion.

COMMISSIONER CHAMBERS: I think there's no misunderstanding. What I clearly ask is that the money we're going to borrow, we have to pay it back. I understand it's an enterprise fund. The utility is the only thing in the City of Miramar that makes money. We generate a lot of money from the water plant and the sewer, so it's not a misunderstanding or anything. We know we're borrowing that money to upgrade the water plant, and we're going to have to pay it back. It's simple. Thank you.

MAYOR MESSAM: Can I have a motion, please?

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5965, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-50

3. Temp. Reso. #R5974 approving the purchase of **IONMIS servers** for the new **Police Headquarters Facility** from Communications Supply Corporation, utilizing NPPGov Contract No. VH11199 in an amount not-to-exceed $101,424. *(Procurement Director Randy Cross and Information Technology Director Clayton Jenkins)*

Resolution No. 16-51

4. Temp. Reso. #R5956 authorizing the donation of $10,000 in State Law Enforcement Trust Funds to support the **Miramar Police Athletic League**. *(Interim Police Chief Dexter Williams)*

Resolution No. 16-52

5. Temp. Reso. #R5957 authorizing the purchase and installation of add-on equipment for the **spacesaver lockers** and **high-density shelving units** for the new **Police Headquarters Building** from Patterson Pope, Inc., the lowest priced responder to Request for Quotation No. 15-PD03, utilizing Federal Forfeiture Law Enforcement Trust Funds in an amount not-to-exceed $18,223. *(Interim Police Chief Dexter Williams and Procurement Director Randy Cross)*

Resolution No. 16-53

6. Temp. Reso. #R5953 approving the purchase of **citywide communication services** from Verizon Wireless, utilizing State of Florida Agreement No. DMS-10/11-008C in an annual amount not-to-exceed $267,220 for Fiscal Year 2016. *(Procurement Director Randy Cross)*

MAYOR MESSAM: Would you like a presentation, or do you have a question?

COMMISSIONER COLBOURNE: Not a full presentation, although that may take less time, but it sounds like this is a good item, it's a good thing that you're doing. It is a savings from what we have spent the last couple of years, is that correct?

MR. CROSS: Good evening, Mr. Mayor, Madam Vice Mayor, Commissioners, Randy Cross, Procurement Director. The price is set on a year basis off the State of Florida contract that we're using. Really, it's going to fluctuate based upon the usage we have, if we hired new employees, or signed new devices to employees, or replace new devices. So some years where devices are older or being replaced, they're on a contract, then we might spend more money that year above the regular rate that we pay. But, over the last year, year and a half, Verizon has worked very closely with us to make sure that wherever we can save money by using plans that are more cost effective for us based on the utilization, they direct us on that, so that we try and save as much money as we can, so we're not spending four devices that aren't being utilized.

COMMISSIONER COLBOURNE: If I do, I understand this item correctly. Currently, we have several different companies that we receive service from? With this item, we'll only have one provider?

MR. CROSS: We will continue to use Verizon, AT&T, Sprint, and T-Mobile.

COMMISSIONER COLBOURNE: We will continue to use several others?

MR. CROSS: The majority, the lion's share, about 80 percent of the lines that we have is on Verizon. Since this item is above $150,000 for citywide use, it requires Commission approval. The other carriers don't get up that high.

COMMISSIONER COLBOURNE: So we will continue to use other providers? We're not consolidating?

MR. CROSS: Correct.

COMMISSIONER COLBOURNE: The only other question I have, by using the State contract, the State contract, what is it, four years old? And if they renew the contract, it will be maybe ten years. It seems like we have new technology all the time, and I'm just wondering is getting into a contract like that? Has the technology changed in the last four years or even between now and the next six years. Should we be looking at putting out, so that we can see what new technology there is, and maybe get better rates.

MR. CROSS: The current contract was awarded by the State in 2010. It expired, I think, I 2015. They're on renewal right now, which expires in 2017, so we have this year to figure out what we're going to do. As far as whether or not we'll bid it out, or whether or not we'll recommend staying with the State, if the State does a new bid, or they extend the contract further. The contract does provide for updated lists on a very frequent basis with all the products that are being offered with all the carriers on the contract, so we're not using—we're not purchasing devices that are five years old when the contract was awarded. Each year, as the carriers come out with new lines, they update the types of products we're allowed to purchase, so we still get the newest iPads, iPhones, Android devices, air cards, GPS devices, we're still using the latest technology. In fact,

their technology on their network doesn't really work well with the older types, so in order to get the best use of the technology and service, we have to have the newest tech to stay up with the—and this contract allows for that.

COMMISSIONER COLBOURNE: I did see that they were charging for roaming within the United States, or even locally, and that concerned me, because I thought under more recent plans, it seemed like that's not usually a charge anymore.

MR. CROSS: Yes, they're a nationwide provider, so there shouldn't be roaming. If there is roaming, it might be an issue with the device not picking up the network or something like that. We usually work with them. If we find that, they'll usually work with us to reverse those charges. Usually that only occurs if someone travels outside the country for work, something like that, where we'll have that as an issue.

COMMISSIONER COLBOURNE: Thank you.

MAYOR MESSAM: Thank you, Commissioner Colbourne. If there aren't any other questions? Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: It's not a question. I just want to agree with Commissioner Colbourne. I'm hoping that next time we can look at more savings. I'm really looking forward to you guys trying to go out and get more competitive bids, and see if we can save some more money. Thank you so much.

MAYOR MESSAM: Thanks, Commissioner Chambers. If there aren't any more comments or questions, I'll entertain a motion for approval?

On a motion by Commissioner Colbourne, seconded by Commissioner Chambers, to approve Resolution #R5953, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-54

7. Temp. Reso. #R5968 approving the award of Invitation for Bid No. 16-002, entitled "**Miramar Parkway Berm Landscape Improvements**", to Arazoza Brothers Corporation, in an amount of $65,129; authorizing the City Manager to execute an appropriate agreement with Arazoza Brothers Corporation. *(Procurement Director Randy Cross and Public Works Director Thomas Good)*

MR. GOOD: A grand good evening to all. Thomas Good, Public Works Director. Is there a need to see the presentation or are there questions?

COMMISSIONER CHAMBERS: Not sure if I need you, Mr. Good, but me pulling this item is more for my colleagues. I think this item came about back 2014, and I think times has changed, and I see this item as more of a want than a need, and I was wondering if we could hold off on this project, and move this money someplace else that's more needed. Because the budget issue that we're facing right now, I know for a fact, I drive that way every day, if we move along with this project, I think we're still going to need to redo it again. So I'm asking my colleagues to take a look at it and see if we could hold off, and maybe shift this money someplace else where it's needed, the fire station or a more useful need in the community. That's all I'm asking for, thank you.

MAYOR MESSAM: Director Good, can you explain what this contract is, give some background, in terms of this contract.

MR. GOOD: Sure. So this contract is to correctly refresh the berm that's on Miramar Parkway, generally located between Flamingo Road and about 139, 145th, somewhere around there. This berm has been in existence probably since that road has been built. We have experienced a loss of material over the years on that berm. The other thing typical with berms is that we're also losing the mulch line, which, pretty soon, we're not going to have any grass, because the mulch line will have reached the bottom of the berm. So the refreshing it will be replacing some of the missing material, bringing the mulch line back up to be just underneath the tree line, and to do some of the irrigation repairs, to make certain that we're irrigating all of the berm, keep it nice and green. This is a marquis berm view for us, because it really is, pretty much, an entryway to the City when you're coming off of 75. We want to keep the aesthetics in a very good shape, because it does represent the City. It's the first impression coming off of 75.

MAYOR MESSAM: Commissioner Chambers.

COMMISSIONER CHAMBERS: From what I see in east Miramar, there's a lot of residents that lost their property to canal erosion, and this berm, maybe I'm wrong, but I don't see, there's no homes right next door where they're losing property. You think we can come back and redo this at a later date. I think we should really rethink this one and focus the money somewhere else that really, really need it, so that's just my observation, and I'm hoping that this dais can take a look at that, if you want to pull the item or vote on it tonight. I just think we should really focus this money someplace else. Thank you.

MAYOR MESSAM: Commissioner Colbourne.

COMMISSIONER COLBOURNE: Thank you very much, Mr. Mayor. The City also has another project, a beautification project, that's been talked about for some time, but it has not yet been implemented. The beautification project is for the east side of Miramar, and it goes all the way, I believe, to 57th Avenue, and it includes Miramar Boulevard. On Miramar Boulevard and University, in particular, there is an area that the

City maintains that is really unsightly. I do believe that's part of that project as well, and I'm just wondering if certain projects seem to take priority over others, and I have not seen that beautification project for the east side that has come to fruition. So I'm just wondering if we can maybe combine this, or when can we see that east side beautification project in place?

MAYOR MESSAM: Do you have a schedule, as Commissioner Colbourne raised the question of, the Master Beautification Project I think Commissioner Colbourne is referring to?

MR. GOOD: The answer is yes. The larger beautification project, as Commissioner Colbourne has referenced, it does incorporate Miramar Parkway, essentially, from 64th Avenue up to Palm Avenue, and it incorporates Miramar Boulevard from University Drive to Palm Avenue, and then it incorporates a section of 57th Avenue. We had moved with a consultant who did a conceptual design for the City and, as we were going through the design, there was a concern that the impact of the landscaping may not have been enough, so we were requested to review that and see what else we can do to make that enhancement have that powerful effect that's been anticipated. So, in that process, there were some other things that occurred. For instance, several months back brought before this Commission, we had a grant of $100,000 that was being provided to us by the State, FDOT, and we had to match that with an extra $100,000. So we took the Red Road piece, because that was the only piece that we could use as part of that grant, because Red Road is a State road, so the State won't not give you money unless it's on their roadway. So we accelerated that piece of that project, and that project, what happened is, it got all designed, and when you go through the State, it's a very tedious process, because when you use state money, they're very specific about how you use it. So we had a project done or designed, and we actually went out to bid. And when we went out to bid, it came back twice as much as what we anticipated. We had a cost estimate of $200,000, came back at $400,000. So we went back to the State, saying this is a lot different than what we anticipated. They said, yes, we didn't expect that either. So we are now in the process of going back with the FDOT and to our consultants to redefine how that project is to be let out, because we understand that the hardscape components of that landscaping piece was a driving factor in the cost, so we wanted to break that out, and break it out just strictly with landscaping and strictly with hardscaping. So you're going to see pretty soon, it will be out to bid again, and we'll have it as alternates, where landscape component of it, the hardscape component of it, so that way we hope to get a better response, and get it within the budget. We won't have to hunt down some dollars. Remember ,the City is only spending $100,000 of that. Another thing that took place was that on Miramar Parkway, between 64th Avenue and 68th Avenue, there was a complete streets concept that was presented to the MPO and, as you're aware, Commissioner Colbourne, we had submitted a TAP application, which was a form of a grant, again, through the MPO, in order to receive money, and we were able to receive close to a million dollars; I'm not certain of the exact numbers. What happened is that us receiving those dollars now told us that we need to take this section out of the scope of the beautification project,

because now it's a little bit different. It's not just a landscaping plan, it's a streetscape plan, where you have bike lanes and curbs and gutters, and other kind of elements that are to encourage a new form of modal transportation. So we had to take that piece out. We're now back to the consultant, saying, "Okay, everything that's left now, again, we need you to come back, and we need you to finish the design work for what's from 68th to Palm Avenue, and the other piece from Miramar Boulevard. So we currently have that process back on track, and so we're going to be presenting that piece of it as well for consideration to move forward. So it's all working out, it's just a lot of moving parts in this beautification process.

COMMISSIONER COLBOURNE: Obviously, because this process started about two years ago, so we're two years in designing, and for one reason or another, we're taking out a piece of it, or we don't have to do this, because it's on another list, but that list is not going to take effect till 2018, 2010, so we're just kind of moving it back, rather than actually addressing the issues on the east side that it was intended to address. So I really would like to see that project move forward. I remain puzzled that we would take out pieces of it, and I think that's why you hear, often, when we say people are saying they're not getting any attention on the east side. We have plans, as a Commissioner here, we have things that are set in place to happen, and I know we're doing a whole lot on the east side, and I know there are a lot, the east side is on the plans in all different areas. They're different things, as well as the west side, but we continue to move things back, or prioritize other things, and sometimes that is what other people are seeing and thinking, oh, we're not doing enough on the east side. So I appreciate you explaining why it seems that way, or why this project comes through before the rest of the project on the east side, but I would like to see that project move forward.

MAYOR MESSAM: Thank you, Commissioner Colbourne. Director Good, in terms of some of the comments from Commissioner Colbourne in regards to some of the sentiments, I think when we communicate properly the plans, the expectations, the schedule of these projects that we can get to the community, it helps to be able to put things into perspective. In our meeting today, I covered this and discussed this with you, because the first question I asked was what's the status of the beautification projects on the east. So, based on what you've stated, you're saying that had the City moved forward, and let's say, for example, did the beautification from the medians from 64th to 68th street, that shortly thereafter, because we have the complete streets project, monies invested to put in brand new landscaping would have to be ripped up, because the street project, the street improvement project? Is that what you're saying, and that's why it was pulled out? I think that's what I heard, but is that what you were saying? That section from 64th to 68th certainly would have received the modification, and certainly there would have been some removal and new installation. I don't know that it would have been every single thing, but it would have been an impact. You would have spent dollars that would have probably not have been able to stay there for the duration.

MAYOR MESSAM: So what that communicates to me is that instead of installing new landscaping that would either completely or partially ripped up for new construction, that

it's not necessarily the best use of dollars. So I kind of understand that. But getting to some of the points that Commissioner Colbourne was stating is that staff as the expert, staff as the professionals that are dealing with our consultants to plan and schedule this, you understand, you see, you know how the pieces fall into place. But it stops there. It has to be communicated to each of us on the Commission. Then, therefore, also communicated to the residents, so that residents can understand why things take place. I think that when we do that, it does not fall into the narrative that not enough is being done to the east. Because I think residents, if they're communicated to, if they're shown when these projects are coming online, and if there's some circumstances that interrupts that planned schedule, and it's communicated properly, I think residents will understand reasonable circumstances. But when it's not communicated, and it continues, or if we don't understand what happens, then you get those kind of comments. Only can speak for myself, but I just want to encourage us, as a city, to continue the efforts of ensuring that the Commission understands what's going on, the residents understand what's going on, so that residents can really see that there is a tide turning in the City in terms of ensuring that emphasis gets put into the east, that resources get placed in the east, and they can have a level of expectation of when they're going to take place. Yes, Commissioner Chamber, and I'll entertain a motion if there are no other comments or questions on number seven.

COMMISSIONER CHAMBERS: I have two comments. First, I want to ask that we don't deviate too much from the items in front of us. And I want to say what bothered me with this item is I live on the west side, I have to pass here to go home at night or day, and what I'm looking at here is this project is going to be done with the CIP money. So I'm a little troubled that we're going to use funds that we borrowed to do this small project. That's not, I don't want to say necessary, but something that could wait. I know for a fact that if we move these funds someplace else, we might be able to get this project done a lot cheaper, so that's just my concern, and I hope that we can move this item tonight. Thank you.

MAYOR MESSAM: What's the funding source for this project?

MR. GOOD: This is a General Fund funding source.

MAYOR MESSAM: So this is coming from the General Fund? This is not borrowed money?

MR. GOOD: This was approved.

MAYOR MESSAM: This was approved in the budget process out of the General Fund, part of the budget.

MR. GOOD: Right.

MAYOR MESSAM: Not associated with any bond or loan money, correct? Thank you.

COMMISSIONER COLBOURNE: A question. Was this project requested by the community or by a Commissioner or how did it come to be?

MR. GOOD: I believe that this project came up during the development of all the landscape beautification process, and the concepts that were coming up. There were a lot of people that were asking for the enhancements. Then there were different funding sources, in which this one here was not very expensive, considering the fact that citywide landscape beautification is very expensive. So it was put on as a separate track for improvements, and so it was requested by that whole process for landscape beautification, where all that information coming to the Commission.

MAYOR MESSAM: Vice Mayor Riggs?

VICE MAYOR RIGGS: If the money is not used specifically for this project, are there any restrictions as to what it can be used for?

MR. GOOD: I would defer that to the budgeting folks, because if it's not used, it is a General Fund.

VICE MAYOR RIGGS: No restrictions. I heard you.

MR. GOLDMAN: David Goldman, Management and Budget. There's no restrictions to these funds, it's General Fund money.

VICE MAYOR RIGGS: Thank you.

MAYOR MESSAM: We've kind of spent some time on this, and we've heard all of our comments. City management is requesting approval for this item, number seven. I'll entertain a motion at this time.

On a motion by Commissioner Chambers, seconded by Mayor Messam, to approve Resolution #R5968, the Commission voted:

Commissioner Chambers	No
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-55

8. Temp. Reso. #R5972 approving the award of Invitation for Bid No. 16-001, entitled "**Historic City of Miramar Drainage System Improvement Project (Re-Bid)**", Lot 2, to Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC., in an amount not-to-exceed $213,337, and allocating a 10-percent construction

contingency allowance of $21,334, for a total contract price of $234,671; authorizing the City Manager to execute an appropriate agreement with Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC. *(Public Works Director Thomas Good and Procurement Director Randy Cross)*

MAYOR MESSAM: I pulled this item. I'm not sure if anyone else pulled it, but the reason why I pulled this item, it's kind of a double-edged sword. This is a blessing that we're finally about to begin some canal stabilization, and I've always supported the narrative that I believe the City should take, and that is one Miramar, and not putting any neighborhood against another neighborhood, because we're all one city. And, as this is moving forward, I had a question in regards to, the Miramar Park Homeowners' Group have been a champion in regards to sounding the alarm of degradated stormwater management systems in our city, particularly in their community, even though there are other communities that also have, or neighborhoods that have canals that have some significant erosion. I just want staff to be able to explain why this project is coming first, in the efforts in regards to why the first set of projects aren't starting in the Miramar Park Homeowners' Association, because I think they deserve an explanation in terms of the sequence of events, and when will the next phase begin in their community.

MR. GOOD: I'd like to give the presentation. It will probably answer all the questions.

MAYOR MESSAM: Yes.

Mr. Good reviewed the proposed resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Good, for the presentation. This item is very important to me, because when I was first elected in 2011, and talking with residents, which happened to the Miramar Park Homeowners' Group, that was the main issue that was very important to them. This item was on the Consent Agenda, which probably would have passed with the consent of the Commission, and then work would have started. Then neighbors know neighbors. Again, one of the communication issues in terms of explaining the process and the sequence of how things will transpire. I don't want to beat a dead horse, but I just want to emphasize that communication from staff regarding these important issues, when we know, there's been countless presentations that staff has done with community organizations regarding embankment restoration. So, again, staff feels, great, we got a part of it going, progress is being made. However, there's a disconnect with the community, so it's very important that we continue to stay connected with the community, so they can understand. And those members in the audience who have seen the presentation now have a level of assurance that when their neighborhood will be addressed and, again, that they're not being placed, necessarily, on the backburner, so thanks for that comprehensive explanation. Any other comments? Commissioner Colbourne and Commissioner Chambers, working our way down.

COMMISSIONER COLBOURNE: Thank you, Mr. Mayor. I pulled this item as well; one, because it is very dear to me, it is an important item. It's an item that I've had extensive conversations with staff on, and it's also an item that I did want the public to know that it is happening, because it is something that's important in our community, and it hasn't been addressed in this forum, to my knowledge. This is probably the first time that lake erosion has been addressed, at least in the last five or ten years or so, that I've seen anyway, especially on the east side. But it is something that, it is a problem that is experienced throughout the City. It's not just the lakes that the City maintains, it's also the canals that are the responsibility of South Broward Drainage District, and I'm really happy to see that our city is taking care of the canals that they are responsible for, and assisting with lake erosion. I would really like to see South Broward Drainage District do the same with the other lakes in our city, where our residents are also experiencing similar problems with erosion of their properties. We've talked about this. So my question to you is, you speak about State appropriations, State funding, is this funding that we can also get, as a City, for lakes that we're not maintaining, or is it funding that the South Broward Drainage District can also get so that they can assist residents who have similar erosion problems?

MR. GOOD: The State appropriation that we received is specific for the City and the City-owned assets, so we couldn't do anything that's not owned by the City.

COMMISSIONER COLBOURNE: When you say State appropriation, is it a grant, is it a loan, what are you referring to?

MR. GOOD: Every year when the State Legislation goes into session, you have your projects you request to have considered in their appropriation process, when they're doing their budget, and that's what I meant by State appropriation. So to answer the second part of the question, certainly, the South Broward Drainage District is eligible to apply for those appropriated funds as well, just as with any other State-sanctioned government agency could.

COMMISSIONER COLBOURNE: What do we need to do, as a city, to get the South Broward Drainage District to act upon that?

MR. GOOD: Make a request.

COMMISSIONER COLBOURNE: We need to make a request?

MR. GOOD: To the Executive Director of the South Broward Drainage District.

COMMISSIONER COLBOURNE: If It's okay with this Commission, I would really like your agreement, so that we can ask our City Manager to pursue that, and work with South Broward Drainage District, so that they can also do the same thing, seek these appropriations, seek money from the State, so that they can address the other lakes throughout the City as well.

MAYOR MESSAM: I think we have consensus from the dais to seek those funding options, and the City Manager can report back to us, in terms of the specific requests.

COMMISSIONER COLBOURNE: Yes, I appreciate that. Again, this is a great project, I'm really happy to see that this is happening in our city, and I look forward to others coming forward, and to South Broward Drainage District stepping up as well.

MR. GOOD: Thank you.

COMMISSIONER COLBOURNE: Thank you.

MAYOR MESSAM: Thanks, Commissioner Colbourne. Commissioner Chambers, then Vice Mayor Riggs.

COMMISSIONER CHAMBERS: First, let me state the correction. Let the record reflect that Commissioner Chambers was the one who pulled this item first. Mr. Good, when I first came on board in March, I think April I went out and met with a few residents were complaining about erosion.

COMMISSIONER COLBOURNE: Not that it matters, but I did.

COMMISSIONER CHAMBERS: I forwarded you a list of some residents, and I know you met with me, and at the time we couldn't get the money to get it going, so you went out and seek this. I want to thank you so much. But let me ask you real quick, I don't want to take too much time. You know the property out there. How much does it cost to do one property, like one resident's home? $5, $20, just a number?

MR. GOOD: Well, what this current bid is, approximately $15,000 to $20,000 per home, and we're looking to try to even reduce that even more.

COMMISSIONER CHAMBERS: There goes my point. I don't want to drag this on, but we got $65,000 here, and let's say $20,000 to do one home, so we could have add that $65,000 to this $234,000, and we could have done three more homes. That's my point. Thank you.

VICE MAYOR RIGGS: Once this is approved, what's the length of time for completion for Lot Two?

MR. GOOD: I believe that the contractor has indicated that it would take them approximately two weeks per home to do the fundamental work, which would be to put the bags in, and to stack them in an appropriate way. And then it would take them a little bit more time to come back in and put the dirt and the sod back down on top of that. So, if I had to guess, because the schedule is not quite so clear-cut, but if you

wanted me, per home, how much time it would take, I would say three to four weeks per home.

VICE MAYOR RIGGS: And this includes 19 homes, if I'm correct, right? Is it 19 homes in Lot Two?

MR. GOOD: No, I believe it's 13, if I'm not mistaken.

VICE MAYOR RIGGS: Thirteen? Okay, thank you.

MAYOR MESSAM: Again, thanks, staff. This is years of work, years of work coming together, and putting solutions together, instead of just when not being able to do 119 all at once, but continue to move the process forward. We finally can say that we are getting work going on. And, as I said earlier today in our meeting earlier today that, at least from my involvement since 2011, we've been going, having meetings after meetings, getting the community together to come up with some uniformity and the solution, knowing that it's hard to get the community to settle on a decision. To come up with this method, with the support of the community, and the involvement of the community, so we're definitely excited that this project is moving forward, and we'll continue to communicate with the residents, in terms of as the project continues to progress, what homes will be dealt with next. At this time, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5972, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-56

9. Temp. Reso. #R5942 approving the second renewal of the **landscaping, irrigation maintenance** and **litter control services agreements** with Prestige Property Maintenance, Inc., in an annual amount of $424,948, and Landscape Service Professionals, Inc., in an annual increased amount of $214,052, for a combined annual amount of $639,000, for the one-year period commencing on February 28, 2016. *(Public Works Director Thomas Good)*

MAYOR MESSAM: Who pulled this item? Commissioner Chambers, do you need a presentation or you have questions?

COMMISSIONER CHAMBERS: I don't want a long presentation; I think we have to go home tonight. So real quick, just in a few words, I just want you to explain to the

listening audience and the people at home, just real short and quick, Mr. Good. Thank you.

Mr. Good gave a brief overview of the subject resolution, as detailed in the backup. The City Manager recommended approval.

COMMISSIONER CHAMBERS: I'm going to be okay with this item, and I just want to state that next year, when we go out, we're going to try to look for a better deal, but I'm okay approving this item tonight. Thank you.

MAYOR MESSAM: Can I have a motion to approve?

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Resolution #R5942, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-57

10. Temp. Reso. #R5969 approving an additional services fee for Walters Zackria Associates, PLLC, for **additional design services** for the **Adult Day Care Center**, in an amount not-to-exceed $70,632; authorizing the City Manager to execute a first amendment to the existing Project Authorization Agreement. *(Construction & Facilities Management Director Luisa M. Millan)*

MAYOR MESSAM: Who pulled the item?

COMMISSIONER CHAMBERS: Yes. I don't need a presentation. But I just have questions. My concern with this item is, is this an additional design fee from what I'm seeing?

MS. MILLAN: This fee is to compensate the consultant that originally did the design work for changes to the original scope. He was contracted for a specific sized facility, and during the design process, and based on the needs of the facility, it increased, so he's due that additional payment for the additional work that he performed.

COMMISSIONER CHAMBERS: What's the square footage of this building?

MS. MILLAN: Right now, it's 3,800 net, meaning air condition space, it's about 5,300 gross.

COMMISSIONER CHAMBERS: I just want my residents to know that this was a bad deal from the beginning, and it's not your fault. I hope we can make some changes in how we negotiate these contracts, because these numbers is way overpriced in terms of the design fee for 5,300 square foot or 3,800, so that's just my concern. I think it's really, really out of whack, and it's something that we're going to have to take a look at here as a city for our residents. And so I'm going to be voting against this item, not because I'm agreeing with the project, but because of my concern with the money that we're spending. I just want you to be aware of that, so it's a concern to me, thank you.

MAYOR MESSAM: Are there any questions? If not, entertain a motion on the item?

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Resolution #R5969, the Commission voted:

Commissioner Chambers	No
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-58

11. Temp. Reso. #R5971 approving an additional services fee for CPZ Architects, Inc., for additional design services for the **Amphitheater at Miramar Regional Park**, in an amount not-to-exceed $91,622; authorizing the City Manager to execute a second amendment to the existing Project Authorization Agreement. *(Construction & Facilities Management Director Luisa M. Millan)*

COMMISSIONER CHAMBERS: Once again, my same concern. To me, price gouging, so I can't fix this right now, I just want my residents to be aware we've been overcharged, so I'm out.

MAYOR MESSAM: Commissioner Colbourne.

COMMISSIONER COLBOURNE: Yes, I just had a question. On the second page of the memorandum, it talks about an award of $377,000 from Broward County Tourism Grant, and I don't recall that coming before us. It seems like it was recently approved in November. Is that going to come before us? I don't recall us ever announcing that to the residents. Is that something that comes back to us? I do recall us doing an application for it, approving an application for it some time ago?

MS. MILLAN: I will defer that question to Mr. Hargray. He's more informed on that subject.

MR. HARGRAY: Vernon Hargray, Operations Manager. We applied for a grant with Broward Tourism, and in November, late November, we got news that it was approved

for $377,000. In that process, what we have to do is we have to sign an agreement with them. I talked with the grant administrator, as well as Earl Bosworth, the Director, probably about two days ago. He told me that they were trying to do two or three other projects, the grants and applications together, and that's the only reason that they had feel back. But it has been approved by the County. We will have the monies, it's just a process of us signing the agreement.

COMMISSIONER COLBOURNE: Well, it's a good thing, if the City receives a grant for $377,000, it's a good thing. I didn't recall it being announced, or I didn't receive anything on it. So I just wanted to bring that out. Thank you.

MAYOR MESSAM: Thank you, Commissioner Colbourne. There's a comment regarding to price gouging. Can you explain the reason for this item and this cost?

MS. MILLAN: Luisa Millan, Construction Facilites Management Director. The reason that we're paying these additional services to the consultant is based on the result of the GMP. In other words, the original design for this project went out to bid. It came way over bid, and we could not afford it, so we went out as a guaranteed maximum price contract, and we selected, and the Commission approved that selection. We sat down at the table and negotiated with that selected contractor, as well as with the architect of record, the one here, CPC Architects, and we value engineered that project to meet what this City Commission approved, which is the $5.7 million project. As a result, those original drawings need to be revised in order for us to obtain a building permit, and that is what we're paying this consultant for. Not redesign so much, as to revise the documents to reflect what is part of the $5.7 million bid in the new scope.

MAYOR MESSAM: What was the original bid?

MS. MILLAN: The original bid that came in was $9 million. Right now we awarded it at $5.7 million, including the canopy, which was not part of the original bid.

MAYOR MESSAM: So meeting the desires of the Commission in terms of, and we don't have to rehash history in regards to the political football process that took place with the passage of the amphitheater. As well as directive from this Commission to repurpose bond monies and bringing the project in line was also a contributing factor in terms of the scope of work, moving it to make it within the Commission directive?

MS. MILLAN: That's correct.

MAYOR MESSAM: So instead of being faced with a $9 million cost bid, the design revisions to bring the project within line with the desires of the Commission is the result of this additional cost?

MS. MILLAN: That's correct, Mr. Mayor.

MAYOR MESSAM: Now will we have to go to the General Fund to fund this? How will this be paid for?

MS. MILLAN: This is being paid for out of the revenue bond.

MAYOR MESSAM: And in terms of the grant funding, what will be the use for the grant funding towards this project?

MS. MILLAN: The $377,000 that we received from Broward Tourism will be utilized to pay for these additional fees. The remaining balance will be used to add new permanent restrooms throughout the park that will service the amphitheater, as well as the other park activities.

MAYOR MESSAM: Thank you. Commissioner Chambers.

COMMISSIONER CHAMBERS: This can be quite simple, but we choose to make this thing complicated for our residents. The process that we use here is very flawed. Let's say, for instance, in the public, someone wants to build a facility like that, and they go out and solicit bids from four or five different contractors, or the architect, they gave a price, and the price per square foot usually somewhere between two or five percent, which is reasonable. Now, for the City, we're coming in at maybe ten, 12 percent, because we set the numbers before we go out for bid, that's how it works here. So once we set that number, the contractor already knows the numbers that we set, so they work within that number. So if you're buying a car that's worth $20,000, and they're selling it to you for $9 million, it's overpriced to begin with. So if there's a fee attached to that $9 million, it's going to increase from what the fee from the $20,000 would be. I don't know if I'm explaining it right, but that's pretty much what it is. When I have more time, I'll explain it to my residents. This is overpriced, bottom line. I don't know if somebody else wants to break it down can break it down more simply than I have, but it's just the way that I see it. Anyone in this business, me as a cabinet maker, had some sense as to industry, the trade, how it works, I'm kind of familiar, myself, with the cost when it comes to designing, so this is a designing cost, and a change order. It's ridiculously overpriced. Am I going to vote for the item? No, but it is what it is at this point. I just want to be clear on that, so everybody know where I stand with this issue of being overpriced. Thank you so much.

MAYOR MESSAM: Well, I'll break it down, and I'll explain it. As a certified general contractor of the State of Florida who understands and has experience as a commercial builder. Whenever a contractor is bidding for work, they will know a public entities plan or proposed budget for a capital project, but because it's a competitive environment, if I rely on the owner's budget cost, I could be potentially outbid, or I could put myself in peril, because the design documents, the specifications, could cost much more than the owner's proposed budget. You don't know what your competitors are going to bid. The project came in at $9 million on the initial bid. Staff did the process to reduce scope, to remove design elements from the amphitheater to make the project more affordable to

the tune of the bringing the project down $4 million less, with working with the Construction Manager, value engineering elements, which removed the permanent restrooms, removed backup house structure, which brought us to the more affordable price that we have now. To make that possible, the Construction Manager needs construction documents to be able to build the new scope. To get the design documents, the new design documents, the design consultant needed to make revisions to the prior design work, which is what we're approving tonight. What I do have an issue with is the contract that the City has with some of these architectural consultants in terms of fees being paid based on the bid price. We should have a negotiated CCNA laws in the State of Florida allows for professional consultants to negotiate with public entities in a fair manner to pay for services rendered, and our architectural contracts with our design consultants needs to be revisited, and not have compensation tied to the bid price that contractors will bid on those drawings. It should be negotiated, their fees, their construction administration costs for oversight of the project should all be negotiated and should be independent of whatever contractors bid, so that you get more competitive pricing. And that will be the recommendation that I would suggest for staff and the City Attorney, because the City Attorneys are also involved in this process, so that we are also making sure that we are putting the City in the best position to get the most competitive pricing. But to add perspective on the process, this was a long process. The amphitheater should already be open by now. But because staff, responding to the old Commission, and now the new Commission, those decisions have cost implications. You can't just make a decision and all of a sudden change your mind and want something else, and then now when it comes back, and then now there's a bill, and we're saying that there's an issue. Decisions we make have consequences. And that has nothing against the comments that have been made prior. I don't necessarily disagree in terms of any of my colleagues understanding of this process, I'm only voicing my understanding of the process, so I want to make that clear. And I think that staff, given the circumstances in which you've had to make decisions, and in terms of ensuring that staff is delivering the intent of the Commission, I think you've done an exceptional job, in terms of bringing the cost down for this project, and putting it in a position, so that it can move forward, and I applaud your efforts, in terms of what you've had to go through over the last two years to get us to where we are today. And the area of opportunity that I would recommend, is that we change the architectural contract, or the consulting contract, design consulting contract between architect professionals or professional services and the City, and make compensation independent of the bid price, and not a percentage tied to the bid price. Thank you. One final comment, and we'll move this item forward. Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Correct me if I'm wrong. I just want to explain to some of my residents, who probably only gone to Sunday School, like I have. This design fee is only for the blue print and the change of design. That doesn't have anything to do with the construction itself, am I correct?

MS. MILLAN: That's correct, it's only to modify the contract documents to reflect what the bid price includes.

COMMISSIONER CHAMBERS: So I'm right, this is just for the design and the blueprint.

MAYOR MESSAM: For the changes.

MS. MILLAN: Right.

COMMISSIONER CHAMBERS: Let's call it the blueprint. A lot of people are familiar with the design.

MS. MILLAN: Print and specification.

COMMISSIONER CHAMBERS: Right, specification. Thank you.

MAYOR MESSAM: Is the design work tied to the percentage of the bid cost of the project?

MS. MILLAN: No.

MAYOR MESSAM: As explained, because that's what was told to me today, especially for the adult daycare.

MS. MILLAN: For the adult daycare, yes, but not for this one.

MAYOR MESSAM: So for the additional work. So, consistent with the scope of work changes, because of the cost for the project was a direct result of bringing the cost of the project down, the amphitheater was basically, stripped of many elements to bring the cost down, and we're paying for the additional cost for that additional work?

MS. MILLAN: Yes.

MAYOR MESSAM: But our boilerplate design contract for most of the work, prior to you coming to the City of Miramar, the compensation for design consultants are tied to the bid price?

MS. MILLAN: A lot of the contracts are, yes, the old contracts. We started to evaluate how the contracts are written, and we've been working with the City Attorney's Office, and we're trying to draft a brand new agreement that will be a standard agreement; it's not based on a percentage design fee based on bid price.

MAYOR MESSAM: But our current contract does?

MS. MILLAN: Not all of them, but the majority of them were that way. Not anymore. We don't do that. We negotiate each and every contract with the consultant based on the scope of services that we're requesting.

MAYOR MESSAM: Thank you.

COMMISSIONER CHAMBERS: Mr. Mayor, you're a general contractor, right?

MAYOR MESSAM: Commissioner Chambers, I would ask that, if it's not an issue related to the support or rejection of this item, that you direct your questions regarding to that item. I won't entertain personal questions.

COMMISSIONER CHAMBERS: I was just asking that, explain this very simple, so the people could understand what we're paying for, that's all I'm asking, instead of taking it in a direction to make it complicated. It's just really straightforward, and we have a flawed system here for a long time, so we're going to have to do something about fixing that, and I know you're standing there. It's not about you, I'm not, it's just the system and the money and the way I see it. I'm correct.

MAYOR MESSAM: Can I entertain a motion for this item, please?

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5971, the Commission voted:

Commissioner Chambers	No
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-59

12. Temp. Reso. #R5981 announcing **support** for Florida State Senator Maria Sachs' **Senate Bill 904 (SB-904)**. *(Mayor Wayne M. Messam)*

VICE MAYOR RIGGS: May I?

MAYOR MESSAM: Vice Mayor Riggs, please?

VICE MAYOR RIGGS: I pulled that item, just a quick comment, especially seeing that it's 9:45, and we're only on number 12, so I just wanted to show my support for this item. It's extremely important to me, because I've had some personal experience with family and friends being a victim of bicyclists' fatalities. So, even as a registered nurse in the emergency room, seeing so many victims, based on something that is so preventable. So I'm glad to see this happening. You kind of beat me to it. Full support.

MAYOR MESSAM: Thank you, Vice Mayor. Commissioner Colbourne.

COMMISSIONER COLBOURNE: Yes, thank you. Yes, I'm happy to see that this is being looked at at the State level as well, and I am supporting this item as well.

MAYOR MESSAM: Thank you, Commissioner Colbourne.

COMMISSIONER CHAMBERS: I pulled this item, because I'm wondering why it's on the agenda, and I know the Mayor is going to speak on it, but I'm just going to ask you to be brief, if you're going to speak on this item. Thank you.

MAYOR MESSAM: I'm so glad we're a family.

VICE MAYOR RIGGS: Yes, it is 9:45.

MAYOR MESSAM: Obviously, I the legislative process, it's always good to get local support on statewide issues, and one of our State senators, Maria Sachs, is presenting a bill to the State Legislature, which will require design requirements in our roadways for safe bicycle usage in traffic. So we have many bicyclists here in this community. When I'm on my many jogs and runs on the road, I've even violated their space in the bike lane when running, because the asphalt is just better than concrete. But this will say that the City of Miramar supports this item, and if passed, it will require engineers to incorporate these elements in our roadways, so the streets will be safer for bicyclists. It is the reason why I forwarded it to be approved by this Commission and, at this time, I'll entertain a motion for approval.

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5981, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-60

13. Temp. Reso. #R5960 amending the **Qualified Target Industry Incentive** for **Project Blade**; providing for local financial support in the form of cash in an amount not-to-exceed $27,000. *(Community & Economic Development Director Eric Silva)*

MAYOR MESSAM: Who pulled this item? Commissioner Chambers. Please be brief, sir.

COMMISSIONER CHAMBERS: I will. It's a good item, and I pulled it, because I just want a brief explanation for my residents as to what we're doing here, just be simple, quick, thank you.

Community & Economic Development Director Eric Silva briefly reviewed the proposed resolution, as set forth in the backup. The City Manager recommended approval.

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5960, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-61

14. Temp. Reso. #R5955 approving the purchase of **Fire-Rescue supplies and equipment** from the Broward Sheriff's Office in an amount not-to-exceed $100,000 for Fiscal Year 2016. *(Fire-Rescue Chief L. Keith Tomey III)*

Resolution No. 16-62

End of the Consent

RESOLUTIONS

15. Temp. Reso. #R5959 authorizing the signing and submission of a grant application to the **Florida Department of Transportation** for Federal Grant Program funds, and the acceptance of funds and associated match requirements if the grant is awarded. *(Social Services Director Marva Ricketts)*

Assistant Social Services Director Justine Hoo reviewed the subject resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any members from the public who wish to speak on this item? Seeing none, bringing it back to the dais. Are there any questions, or I'll entertain a motion for approval.

COMMISSIONER COLBOURNE: Just a comment.

MAYOR MESSAM: Commissioner Colbourne.

COMMISSIONER COLBOURNE: This has been a very good grant for our city. I remember when we first started to replace buses with it, it's actually one that I had recommended the City to apply for, and it's just been a great grant, and we've been able to get it every year for the past three years, so I hope we do get it again this year to continue to improve our fleet for our seniors. If you'd like, I'll make a motion to approve.

MAYOR MESSAM: Seeing no other comments, I'll entertain a motion.

On a motion by Vice Mayor Riggs, seconded by Commissioner Chambers, to approve Resolution #R5959, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-63

PUBLIC HEARING

16. **SECOND READING** of Temp. Ord. #O1624 **amending Chapter 11, "Business Taxes, Permits and Business Regulations,"** of the Miramar **Code of Ordinances** by repealing Section 11-33 "Interview and Investigation of Receipt Applicants; Duties; Fee to Defray Cost of Criminal History Form; Receipt Questionnaire Form", Section 11-34 "Grounds for Denial", Section 11-35, "Appeal from Denial of Receipt", and Section 11-36, "Revocation of Receipt", to eliminate the processing of background checks for new businesses as part of the business tax receipt application process; and providing for an effective date. ***(Passed 1st Reading on 11/23/15)*** *(Assistant Finance Director Barbara Hastings)*

Assistant Finance Director Barbara Hastings noted there were no changes since the first reading, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any comments from the public on this item? This is the second reading? Seeing none, I'll bring it back to this dais. If there aren't any questions, I'll entertain a motion.

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Ordinance #O1624, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Ordinance 16-03

17. **SECOND READING** of Temp. Ord. #O1629 **creating** a new chapter of the **Land Development Code** entitled **Chapter 1 Authority**; rescinding existing Chapter 1 Purpose and Applicability, and Chapter 3 Review Agencies, including the City Commission, Planning & Zoning Board, Development Review Committee and Community Appearance Board; adopting a new Chapter of the Land Development Code; providing for applicability, title and authority; providing that the existing zoning map shall continue in effect; adopting provisions related to interpretation and replacement of the Zoning Map; providing for the creation of and operative provisions relating to the City Commission, Planning and Zoning Board, Development Review Committee, and Community Appearance Board; and amending portions of Chapter 4 Comprehensive Plan, relating to application procedures, amendment procedures and grammar, and Chapter 8, Section 813 Community Appearance Board; renumbering and relettering provisions; providing for severability; providing for inclusion in the Code; and providing for an effective date. ***(Passed 1st Reading on 11/23/15)*** *(Principal Planner Michael Alpert)*

Principal Planner Michael Alpert indicated there had been no changes since first reading. The City Manager recommended approval.

MAYOR MESSAM: Thank you. Are there any questions from the public on this item? Seeing none, bringing it back to the dais. Are there any questions? I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Commissioner Colbourne, to approve Ordinance #O1629, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Ordinance 16-04

18. **SECOND READING** of Temp. Ord. #O1630 **amending** the **Land Development Code**; making findings; amending **Chapter 5**, "**Development Review Procedures**"; revising Section 505 relating to "Temporary Uses and Structures"; amending Section 508.14 relating to certificates of level of service compliance for parks and recreational areas; amending Chapter 7 "Use Regulations"; revising Section 705 relating to "Commercial Zoning Districts" requirements and Section 706 "Industrial Zoning Districts" requirements; revising grammar and inserting catchlines; revising uses, standards, and requirements; revising Section 713 relating to "Specific Use Regulations"; repealing Section 713.6 relating to child care centers and Section 713.14 relating to restaurants; revising Section 713.19

relating to fuel service stations with mini-markets/convenience stores; providing accessory use standards; amending Section 713.21 places of assembly and 713.22 pain management clinics, revising grammar; amending Section 715 relating to Transit Oriented Corridor Districts; amending development incentives; amending Section 715.3.3 relating to landscape standards; providing new standards for tree planters, planting strips, median trees, and street trees; revising Section 713.3.7 relating to development standards in Special District 3 (community facilities); revising graphics and tables displayed in Section 715.4.0 in the Transit Oriented Corridor District; amending Section 809.9 relating to gazebos and pergolas; amending Section 809.13 relating to utility sheds; revising section 809.17 regulations and including regulation of patios on fee-simple multi-family lots; amending Section 809.18 to include regulation of walkways on multi-family lots; providing for severability; providing for intent; inclusion in the Code; providing for interpretation; and providing for an effective date. ***(Passed 1st Reading on 11/23/15)*** *(Principal Planner Michael Alpert)*

Principal Planner Michael Alpert reviewed the changes resulting from staff recommendations at the first reading of the subject ordinance, and as indicated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Are there any comments from the public on this item? Seeing none, coming back to this dais, any comments, any questions? I'll entertain a motion for approval.

On a motion by Commissioner Chambers, seconded by Commissioner Colbourne, to approve Ordinance #O1630, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Ordinance 16-05

QUASI-JUDICIAL PUBLIC HEARING

City Attorney Cole explained Miramar's procedures regarding Quasi-Judicial Hearings, stating the rules applied to Item 19.

Those providing testimony on the following quasi-judicial item were collectively sworn in by City Clerk Gibbs.

19. Temp. Reso. #R5976 considering an application for **extension** of **Site Plan approval** for **Sunset Lakes Center**, located at the northeast corner of Miramar

Parkway and Southwest 186 Avenue. *(Community & Economic Development Director Eric Silva)*

Community & Economic Development Director Eric Silva reviewed Item 19, as detailed in the backup. The City Manager recommended approval.

Alicia Lewis, the applicant's representative, explained the reason for the applicant's third request to extend the subject site plan, concurring with Mr. Silva's presentation of the site plan and the applicant's previous requests. The reason for the present request by the applicant was solely based on an access easement, as illustrated in the backup documents, that showed the applicant had no egress or exit from their property. She briefly related to the Commission a history of their efforts to secure an easement from the abutting landowners, noting first that they tried to negotiate with the Sunset Lakes Homeowners Association (HOA) to get access along 186th Avenue to get the egress. It had been approximately six years since their first conversations with Sunset Lakes HOA, and the process went nowhere. Their next effort was to negotiate for an easement by right through the area currently owned by the Calvary Church, and after going through 11 different offers with them, they reached an impasse at the end of 2015 that led to the applicant filing a lawsuit to be granted an implied easement, which would be on the Calvary Church property, and this was the current status as it was being presented to the Commission. Their site plan would expire if the applicant failed to provide the subject request to the Commission.

MAYOR MESSAM: Thank you. Are there any questions from the dais?

COMMISSIONER COLBOURNE: Yes.

MAYOR MESSAM: Commissioner Colbourne, you're recognized.

COMMISSIONER COLBOURNE: Thank you. If we extend this, what do you expect to happen?

MS. LEWIS: Well, the lawsuit was initially filed in August of last year, so August of 2015. Motions have been filed back and forth and, hopefully, our goal is to have this resolved and settled prior to needing an additional extension, but we can't guarantee that. We've tried for six years to negotiate something with the neighboring HOA and with Calvary, and so our goal would be to have this settled, and not to have to have an additional request. But because it's in the midst of litigation, we can't necessarily guarantee that.

MAYOR MESSAM: I know this has been going on for a very long time. I think, initially, there was approval?

MS. LEWIS: Yes.

MAYOR MESSAM: From Sunset Lakes HOA, but there's been a change in the board, and it's just been a very difficult process, in terms of getting that approval. Regardless of whoever owns this property, the property is ready for development, and no matter who owns this property, and whoever has a conforming development to go there, this issue is going to persist until there's a solution to it. What has been the last communication with Sunset Lakes?

MS. LEWIS: I believe the last communication with Sunset Lakes was in August of 2015. We reached out. They have a new attorney that's representing their HOA board, and we reached out to that attorney, and they still did not want to meet with us. We've tried on several occasions to have meetings and present our request and negotiate with them, but there has yet to be an actual meeting to take place, and they voted and have denied granting us the easement.

MAYOR MESSAM: Did they state why they would not grant the easement?

MS. LEWIS: They stated that they believed it would be a traffic increase, and we wanted to give a presentation to explain that, because we do, essentially, have an improved site plan meeting that we have satisfied the City's requirements in order to develop the site. So we wanted the opportunity to explain that to them, but we were not given that opportunity.

MAYOR MESSAM: If there aren't any more questions from the dais, are there any comments or questions from the public regarding this item? Seeing none, bringing it back to the dais. I don't see a problem in extending and allowing their process to try to move forward, because they've met all the City's requirements. It's an issue between private entities trying to get a resolution. To deny the extension, I think, would be counterproductive towards getting the end goal to getting the property developed, so there can be a civil resolution to this issue.

VICE MAYOR RIGGS: I agree.

COMMISSIONER COLBOURNE: I just have a question. What is the downside to not approving? What is the harm to the company or to the development in general? Can someone else be trying to get it developed if it's not for this? And this is for staff as well.

MS. LEWIS: Essentially, if this was not extended, if the site plan was not extended, we would have to reapply to the City to have our site plan approved, which would incur additional fees to my client, and it would also create another process that we'd have to go through to basically do what we would do today, if we extended it. We'd just pay you a fee to in order to do it, and we're in this litigation.

COMMISSIONER COLBOURNE: How much additional fees are we looking at? What's the cost?

MS. LEWIS: That would be a question for staff.

MR. ALPERT: The fee is based on a base fee for commercial, and then the square footage calculation. I believe it's 16,000 square feet; it would be somewhere in the range of $8,000, plus the community appearance fee to reapply for a site plan and CAB approval. But that doesn't include the cost of doing the drawings from the applicant's team of architects and engineers.

COMMISSIONER COLBOURNE: So by the City continuing to extend this to this group, does it keep other groups from trying to develop it or anyone else?

MR. ALPERT: But whether this applicant develops this property or not, the next person, the next company that comes here to try to develop something has the same issue. There's only one way in at this property, no way out, per the plat requirements. So the non-vehicular access line has to be approved by Broward County to allow a right turn in and out of the property, and that's what they're proposing on 186th Avenue. So if this applicant doesn't achieve this, it will still remain a problem for the next applicant.

MAYOR MESSAM: Yes, the owner owns the land. It would be counterproductive to pay another fee for the City to reexamine what they've already examined and already approved. There's just an unfortunate situation; they're kind of landlocked, so to speak, so they control the land, they control the property. They presented a site plan on what their intent is to build on and develop the site. They've met every requirement. They've done everything the City has required to move forward to get this property developed. The issue is meeting the requirement for ingress and egress. They only have one so far on 86th, and they're trying to get it off Miramar Parkway, and now they're going, I guess, access by right with the property owner to the north, which is a church. So, as I stated earlier, I think, in terms of the item that's before us, to extend it, because they've done their due diligence, they've met all of our requirements. They've gone through an exhaustive process to try to get the other parties consent to move forward, that I think it would be counterproductive to our spirit of encouraging development in our community to deny it, and then have to come back to do this again. Because if they get fed up and throw their hands up, walk away and sell it, guess what, someone else is going to buy it, they're going to propose a new site plan, and they're going to have this very same issue, and then our City is going to put a timeline for them to get it developed, and we'll be right back to where we are. Commissioner Chambers and then Commissioner Colbourne.

COMMISSIONER CHAMBERS: I think the problem with this item was quite established in the backup agenda, it was well laid out, so I don't have a problem approving this item. I want to move forward.

COMMISSIONER COLBOURNE: We approved an extension several times on this already, is that correct?

MAYOR MESSAM: This would be, I think, the third extension.

COMMISSIONER COLBOURNE: This is the third time we're extending on it. I will approve this tonight, but I'm a little concerned that we continue to extend this and set a precedent, and possibly we're just getting involved in something private. I don't want it to cost the developers another $8,000 or whatever. That's a substantial amount of money, so I do hear you concerning the cost. But I am a little concerned that we continue to approve this and set a precedent on it, but I will go forward and approve it tonight, but I hope that it will be taken care of, it will be settled in court before it comes back to us.

MAYOR MESSAM: I will note that, I think, and correct me if I'm wrong, one variance or one difference between this extension and the other is that I'm not sure if you had already engaged conversation with the property to the north. It was more so because of the dormant communication between yourself and HOA from Miramar Parkway, so it is a new scenario. So what I would say is that, even though this would be the third extension, at every point, at every step of the way, this applicant has been very active in terms of moving the process forward in circumstances that they don't necessarily control. I think, in a way, it would be unfair to the applicant that has invested in our city, that has met all of our requirements, but it's private parties. So all this would do is allow private parties to come to the solution. They are engaging the property to the north and, hopefully, perhaps, that engagement will solve itself, and it won't have to come back. But I don't want them to be necessarily put in a negative or seen in a negative position, because they've been moving the ball forward, and they've been very progressive and very proactive in terms of getting this settled.

COMMISSIONER COLBOURNE: Again, I am very sympathetic to the developer, to the group. I would like to see that developed, so I will go forward with it. And they are doing things to try to make it happen, but I am concerned about us setting precedent to continue to extend it so many times. So I would have more concern another time if it comes back before us.

MAYOR MESSAM: One final comment, and I'll entertain a motion. Commissioner Chambers.

COMMISSIONER CHAMBERS: I don't think we're setting a precedent here. Mr. Alpert, come to the microphone, please? From my understanding, this property right out there where we built those apartments was extended numerous times over the period of time during the recession, am I correct?

MR. ALPERT: At the Town Center? Which? I'm sorry.

COMMISSIONER CHAMBERS: Just behind the parking garage, that new complex that was built. The previous owner that owned the property, we were extending and extending.

MR. ALPERT: Are you referring to the Town Center property here?

COMMISSIONER CHAMBERS: I don't know what's the name of it.

MR. ALPERT: Yes.

COMMISSIONER CHAMBERS: The parking garage right here?

MR. ALPERT: Yes, yes.

COMMISSIONER CHAMBERS: All those homes.

MR. ALPERT: That was a different developer that plans approved for the townhomes and apartments, and because of the recession, they ended up not building it, and in 2012, a new developer was approved, and they were the ones that implemented the construction.

COMMISSIONER CHAMBERS: Before they were given an extension.

MR. ALPERT: No, they didn't have an extension.

COMMISSIONER CHAMBERS: I'm not sure what it is. There was something that was given.

MR. VAZQUEZ: Hector Vazquez, Strategic Development Officer. Commissioner Chambers, you are correct. There was an extension that was granted, only one.

COMMISSIONER CHAMBERS: So this is not a precedent. I know there was something going on, I'm done. I'll make a motion.

COMMISSIONER COLBOURNE: Well, wait a second, let me get a clarification, in terms of the extensions. I would like to know whether or not this is something we routinely do, in terms of giving out three extensions or so forth. Commissioner Chambers is saying that this wouldn't be a precedent, so is this something that we do all the time? Do we do three and four extensions or is it different here?

MR. ALPERT: I just want to apologize. What was extended was the development agreement, not the site plan approval. I'm sorry, for the ones here at the Town Center.

MAYOR MESSAM: Which is a different item.

COMMISSIONER CHAMBERS: Very similar.

MR. ALPERT: We've had over the past 15 or 20 years a handful of extension requests. There haven't been that many.

COMMISSIONER COLBOURNE: Multiple for one location?

MR. ALPERT: There was another one that had three, and there was another one that had two, most of them were extended ones, yes.

COMMISSIONER COLBOURNE: Thank you.

MAYOR MESSAM: Can we move this item forward; we can't go tit for tat on every issue. The issue is, we've heard the case, the property owner wants an extension, so they can complete their litigation scenario.

COMMISSIONER COLBOURNE: We have a motion on the floor.

MAYOR MESSAM: There is no motion.

On a motion by Commission Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5976, the Commission voted:

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-64

OTHER BUSINESS

20. Reports and Comments:

Commissioner Reports:

MAYOR MESSAM: I'll start this time with Vice Mayor Riggs, moving down.

VICE MAYOR RIGGS: Thank you. First, I want to say thank you to staff for meeting with me over the holiday, and giving me a tour of all the different departments, I really appreciate that, and thank you for your hard work. Second, I want to announce my first annual health fair coming up February 13th, Saturday, February 13th, from 11:00 a.m. to 3:00 p.m. I'm in partnership with Care Community Center to put this event together, and it will be on Pembroke Road and 64th, and there'll be services from blood pressure check, mammogram check, HIV testing, and we also are targeting the pediatric population with dental check, vision check, immunizations. So I want to also thank our sponsors, like Memorial, thank you so much for partnering with me to do this, Aetna, Publix, Colgate. So there were quite a few companies who are coming together to provide the community with information and supplies to keep themselves healthy, so I'm

very happy about that. One more thing. We're not meeting until probably the third or fourth week of February, so I want to remind everybody that February is Black History Month, so join me in honoring all of those throughout our history who have made a lasting impact in our lives. Thank you so much.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Thank you, Mayor. I want to clear up some things right here. Before I start pointing any fingers, I want to make sure my hands is clean, so I got to wash them. I just want to state that my office had some issues with staff, and things was not being done or getting done properly, and since I was aware of the issue, I've dealt with it and took care of my issues in my office, so I just want to be clear on that and take full responsibility for whatever was not done or done in my office with my staff. Just want to be clear on that, so I can get that out the way. This issue that comes up here tonight with these residents, I think this is something, I'm kind of glad that they came in and dealt with it here, but we have to fix this thing, it's been going on for too long, and I know it can be fixed. I'm not sure how we're going to get together, are we going to have a meeting or an executive session, whatever, but I really want to get this solved, I know we can fix it. It's not that hard, it's been just kicking down the road, so we need to fix that. Next issue, I just want to say many thanks to Chief Ray Black, and his wife, June, they've been a lovely couple and a gift to our community, and thank them for their service and their work here. I just can't express my gratitude to Chief Black and his wife, June. Also, staff, for the City, they've been tremendously great for the City, GAME, water, Public Works, the tremendous job, Fire, Police, just all around, everybody do a good job to keep the City going, and I want to thank them so much. I know it's a new year, and this is our first meeting back, I just want to welcome everyone back, even though we've been back at work since the new year. I know everyone had a good Christmas and good new year, I just want to thank you so much for what you do here. I don't want to go on too long, but I know Universal Circus is in town once more, and they've reached out to me, and they're doing a senior day on February 3rd, it's a Wednesday, at it's a 10:30 a.m. show. I'm trying to encourage everyone that's available at home to come on out. The code word is Commissioner Chambers, and you'll get in for $10. You don't have to come in a group of 20 like they said before. People could show up individually and just mention my name and you'll pay $10 to get in. I'll save the rest for later. Thank you so much.

COMMISSIONER COLBOURNE: Is that a savings, Commissioner Chambers.

COMMISSIONER CHAMBERS: It is a savings. I know the price range from $18 to $30 something, so it is a big savings, and this is not limited to the seniors. Kids, adults, I know you're home.

MAYOR MESSAM: Commissioner Colbourne, you're recognized.

COMMISSIONER COLBOURNE: Thank you. I'd like to say Happy New Year to everyone. It's good to be back here, starting 2016, seeing everybody refreshed out there, still refreshed after tonight. There are a couple of things that I would like for staff to follow up on, if I can get consensus of that as well. There were two things that were mentioned tonight by residents. One is a two-percent charge for payment that was said is a double charge. I would like to see a report on that, if I can get consensus. I would like to ask the City Manager to give us a report as to why is it being said that it's a double charge, unless she has an explanation tonight she'd like to share.

CITY MANAGER WOODS-RICHARDSON: I can only guess, cause she mentioned that it was part of the budget, that when we did budget projections, we did talk about the fact that we don't recoup the cost for processing of credit cards, and so the City has been eating that cost for always. So now, similar to other municipalities, other agencies, when we process cards, we're going to pass that cost onto the person that issues the card, and in that way, the City will not lose money by using credit cards. So it was part of the revenue projections that was in the budget.

COMMISSIONER COLBOURNE: You said it was part of the revenue projections. Was it part of any other increase? Was it already considered or included as part of any other increase that was approved?

CITY MANAGER WOODS-RICHARDSON: Not that I can recall. I just know that it was time for us to start looking at how to not let the City absorb the cost of processing credit cards.

COMMISSIONER COLBOURNE: And the two percent is only for credit cards?

CITY MANAGER WOODS-RICHARDSON: As far as I know, yes, because you can pay cash, you can pay checks, or you can pay electronically, and there's no additional charges for that.

COMMISSIONER COLBOURNE: And we are getting information out to the residents as to how this process works?

CITY MANAGER WOODS-RICHARDSON: We have it on the website. We were going to do the water bills, we were using different methods to get the information out, as a campaign for it.

MAYOR MESSAM: Before you go on, Commissioner Colbourne, I think when we were presented this initially, I think my recollection was that it's viewed more like a convenience fee. For example, if we're to have revenue projections for whatever City service we're providing, by paying by credit card, actually, those revenue projections are actually not accurate, because it doesn't take into account the two percent or whatever that merchant fee is to process that credit card, because it's going to cost us to process the credit card. I think, based on the marketing plan or, I guess, the public notification of

the payment options for residents is that there is multiple options to pay that don't incur that cost. If it's by cash, or if it's by check, or if it's by electronic check, there's no additional costs, and those options can be taken. If it is, however, a credit card payment, because the City is charged the fee, they're just passing that fee onto the resident. So that's my understanding of it, how it was presented.

COMMISSIONER COLBOURNE: I do want to make sure that this like a pass through. This is something that is being charged to us, the two percent is being charged because of the credit card and, therefore, we're passing it onto the individuals who are using a credit card.

CITY MANAGER WOODS-RICHARDSON: That's correct.

COMMISSIONER COLBOURNE: The other concern that was brought up tonight as well, and it is a concern of mine, is the public safety substation. I believe that when the Police Headquarters, when it was initially approved, at the same time it was said that it would be a construction of a substation on the east side, and that it would be done simultaneously. That's my recollection, and if that is correct. I see the Police Chief shaking his head. Now our Police Headquarters is almost open, that's coming within the next couple of months, the next few months, and we haven't been presented a design for the police substation on the east side. And I know there have been some changes, Mr. Mayor, if you'd give me the opportunity. I know they've been some changes in the plans, and this goes back to what I was saying earlier with the landscaping project as well. We continue to approve things, and then there are changes, and it seems to have an impact, and often times it's on the same area. In these two particular cases, it is. So I am asking to really look at the police substation and bring something back to us concrete, as to what is it we're going to do, because that's a commitment that this Commission or previous Commission made to these residents of the City, and it's going to be hard, at this point, to fulfill that commitment, since the Police Headquarters are almost ready. But we need to give them something; we need to give them some dates, we need to be very specific as to what is it we're doing there. I am looking forward, and I am asking again for consensus for the Manager to bring something back to us, specifically on the substation, because it needs to be prioritized.

CITY MANAGER WOODS-RICHARDSON: I will go ahead and mention to you that the substation is, at this point, one of those projects. If you recall during the summer, during the budget processes, we mentioned we were going to do reprogramming of some of the projects, and that one is tied to the project that they had for the storage facility, and the property room that's going to be here. So part of that delay is related to the fact that we're still working out the details as to what we can bring over to this facility, and then not have to do the construction, or if we're going to set up the construction that's at the utility plant, then what will eventually come to the substation. But the process, the program is delayed, because we want to do the right thing, but it is going to happen. it

was a commitment, and we do intend to keep it. I will get you the report, but that's not the issue.

COMMISSIONER COLBOURNE: And more so than a report, I just want to say that I'm really asking for it to happen.

CITY MANAGER WOODS-RICHARDSON: Absolutely.

COMMISSIONER COLBOURNE: Let me be clear. We really need to be good on that commitment that we made to the residents, and we need to show them that we've made a commitment. I know staff is working on it. I know staff has looked on it in different ways, but the residents do not know this. The residents need to understand what is it we're doing specifically, as far as it pertains to the substation, and more importantly, we need to have a substation out on the east side.

MAYOR MESSAM: Again, I will emphasize, communication, it's communication, communication, communication. When changes are being proposed or made, this Commission has to know, so we can communicate to the residents. Because when you don't, questions start flaring in the community, and there's no explanation for it. We understand circumstances come up, we understand program needs arise, but we have to communicate it to the residents. Commissioner Colbourne.

COMMISSIONER COLBOURNE: One other thing I wanted to say. A good thing that happened back in December, is that the federal government, for the first time, approved a five-year, the first time since 2005, a five-year bill for $281 billion in funding for transportation, highways, and mass transit, and it's a good thing. There are a lot of needs, we have a lot of needs here in the City of Miramar pertaining to that, and I know we have our lobbyists who are following up on that, and the MPO has your lobbyists that are following up on that. As far as that is concerned, one of the things that I've asked, I've met with the City Manager, and I've asked her and staff to follow up on, is to make sure that we have a transportation plan, so that when monies do become available like this, and other monies from the State as well, that all our needs are identified, not just our needs for today, but our future needs. So that we have items that we can bring to the table for our residents, and that's it from me.

MAYOR MESSAM: Thank you, Commissioner Colbourne. I'll try to wrap mine up in five minutes, so keep clock. Update. Yesterday, I attended the Broward County Commission meeting, because one of their public hearing items, item number one, an item sponsored by Commissioner Beam Furr for Broward County to, basically, put a moratorium or prohibit the use of fracking to extract oil in Broward County. Because it's consistent with the resolution of the City of Miramar when we were opposing the Kantor Real Estate State permit to drill oil outside of our city, I went in support of that item. The reason I bring this up tonight is because just on Monday, there was a State Senate bill that was passed that basically would nullify the passage of yesterday's decision to make fracking illegal in Broward County. The State has legislation right now that threatens

home rule for local governments to protect our natural resources, and the saving grace, however, or potential saving grace is that because of Broward County zoning, there may be some defenses in terms of any applicants being able to have the ability to drill oil. They still have to come to Broward County for a zoning approval for that. But there's a lot of talk. If this bill at the State passes, that it could potentially be challenged, and that was one of the main reasons we raised, as a city, that we could potentially be facing a situation where there's going to be a big legal battle in terms of oil operations in Broward County. And we just can't rest on current laws to protect us, we have to keep this issue up, we have to keep the public informed about the progress of what's going on, because there were some comments that were made, that, well, it will never pass in Broward County. But yet there's active legislation right now in this session that will threaten to abolish our ability to protect our natural resources. So we cannot let this issue die. I'll continue to give updates to the City in regards to the progression of legislation, as well as progression of the current application that is looking to seek oil, because we may think it's not possible, but we can't sleep on this issue. Second, we don't have to discuss this tonight, but in prior meeting, I raised the issue regarding banning the box in the City of Miramar, to abolish the question of asking if someone has been arrested when they apply for a job, because it discriminates against those who have paid their debt to society to even be considered. It does not stop the process of background checks and all of that, but we don't want to say no to someone, just because they may have been arrested in the past, because people have been rehabilitated, and just because they may have had a minor offense in the past, it doesn't necessarily mean that they can't be a great asset to this city. So I want to make sure that we're not being a roadblock, just in our application process to prevent, especially residents of Miramar who wish to work, or anyone who wished to work with our city that could be an asset to our city. I think I have two minutes left. Three. We need to decide, finalize our Commission retreat date. We're coming up on budgeting, and what direction does this City administration have? We have to have this retreat to begin to talk about the process of our visioning, where we want to take this city to the next level, that's our responsibility. So we need to set this date very quickly. We've been kind of pushing it along. I know there's a poll that's supposed to be going out. When you get the poll, please, let's respond, and when we send the poll, let's give one or two date options, and we just lock it in, and we get it done, and we need to get that done as soon as possible, because staff needs direction on how to move forward with proceeding. It will definitely be an asset in terms of the budget process. The second item is Broward County's marijuana ordinance. It's countywide. Does it work for Miramar? Are we going to opt in, are we going to opt out? If we opt out, how do we still maintain those benefits. We haven't had that discussion. We need to know. I said one issue that I had personally was that the ordinance, as written, because Broward County allows flexibility for each municipality to enforce the laws, it gives a discretion if law enforcement will make an arrest or issue a citation for that person who had the small amounts of marijuana. I think that we should not necessarily give that option, that it should go up to at least chief level or administrative level for that, because who's to say that when an officer stops someone on the street, that their judgment, that they let this person off, but don't let the next person off. What circumstances? I shouldn't be subjective. It should

be, if it's a small amount, if we're going to do the citation, we do the citation. If we're not, we're not going to do it, but we need to determine when. That needs to be an item that we need to have a workshop on quickly to decide, because I think there's a cutoff date if we're going to opt in or opt out, or there's been an extension. They've extended it, okay.

CITY MANAGER WOODS-RICHARDSON: They pulled that out.

MAYOR MESSAM: They pulled it out. Okay, because I know when it was passed, it was a date certain each municipality had to response if they were going to opt in or opt out. Finally, New Year's Day Funk Fest, Funk Fest came to the City of Miramar, and it exceeded everyone's expectation, to the point where it was easily ten, 11,000 that showed up for the event, which shows, at a minimum, that the Miramar Regional Park is a desirable location to have entertainment events. And we can just quickly go through some of the photos from the event that took place, and there's a lot of potential in terms of festivals, other concerts of different genres, whether it's rock and roll, funk, reggae, R&B, gospel, whatever the case maybe , salsa, merengue, whatever genre of music, it's definitely a destination. I do want to give kudos to our Miramar Cultural Center and our staff in regards to the current President, Barack Obama Exhibit. We had a community event on the 20th, which was well attended, and if you haven't seen that exhibit, it's a very moving exhibit, in terms of the photos for the President, and key moments during his administration, and it will be here through February. I know there's a lot of schools planning trips, community organizations are coming in to see the exhibit. Here are some photos from that night. Many elected officials that are here tonight I think were also present. And during my comments at the event, I thought I mentioned Camasha Cevieux when I was saying that it was an employee that came up with the idea for this exhibit, and I failed to do that, and I wanted to publicly recognize her for conceiving the idea. And I know our staff at the Cultural Center did a lot of work as well. Ms. Armstead and some, and everyone knows who was a part of it. Our OMPR office that helped as well with the marketing, did a very good job with this exhibit. And thanks for your attention to detail, as well as the very professional work that was done with the exhibit. Again, it will be here until the end of Black History Month, and I definitely encourage you to notify the residents to come on out to take a look at the exhibit. You have to go to Washington, D.C., or some Smithsonian Museum to see this work. It's the Presidents official photographer, Pete Souza, so why have a trip to DC, when you can come right here to City Hall to see this great work. As Commissioner Chambers mentioned earlier, Universal Circus will here from February 3rd to February 15th at our Regional Park. You can visit unversalcircus.com. You can get the hookup buy on that night from Commissioner Chambers for seniors night, but you can also go on other nights. I know Universal Circus has informed me that they're having a Greek Night, they're having a Spirit Night, they're having a Caribbean Night. They're having so many different themed nights to get the community involved. And, finally, and I know I went over my five minutes by three, I do want to recognize two of our very own. Natasha Hampton and Alison Smith were recognized by *Legacy Magazine* as 25 most powerful black women in South Florida. In fact, they will be recognized right here at the Miramar Cultural

Center on February 13, and if you would like to go to the reception or the event, I think there may be tickets available for sale, or you can just search *Legacy Magazine* to get more information. But I did want to publicly recognize two of our very own for being recognized for the work that they do in the South Florida community, and kudos and congratulations. Unless there's any comments from the attorney or the Manager.

CITY MANAGER WOODS-RICHARDSON: I have two.

COMMISSIONER COLBOURNE: Excuse me a second, talking about recognition. Did you complete a marathon recently.

MAYOR MESSAM: Yes, Sunday.

COMMISSIONER COLBOURNE: Are you going to give us some feedback on that?

MAYOR MESSAM: Well, it was very tough. I did my very first marathon on Sunday, the Miami Marathon. It was unseasonably cold. The race started at six o'clock. It was 45 degrees with windshields in the upper 30s, but the thing is I survived, I survived, and I do want to thank the community, however, because I did receive a lot of encouragement right here in City Hall, on social media, and thanks for the encouragement. That's off the bucket list, and who knows, there may be another one, but thanks so much.

COMMISSIONER COLBOURNE: Congratulations to you.

MAYOR MESSAM: Thank you, thank you, thank you. Madam Manager.

City Attorney Reports:

None

City Manager Reports:

CITY MANAGER WOODS-RICHARDSON: I need to announce that on Monday, the firefighters from Fire Station 107 will be moving out of the cramped quarters over at the Logistics Office to their temporary trailers. They're ready, finally, for them to be occupied, so I know it's been a long time, it's really been a long time, so they'll be moving on Monday. Secondly, I would like to introduce formally, Norman Mason, who is our Director of Management and Budget. Norman, can you stand, please, so people can see you. Norman came to us December 7th, and he's going to serve in the department in the capacity as the Director for Budget and Management, so you'll get a lot of time and experience with him in the days to come. He comes with a wealth of experience in the fields of budget management, operations, planning and training; accredited among his many talents are the design and implementation of capital expenditure models, the development of the Finance for Non-finance Managers Program. In addition to providing training on these models and programs to senior

management personnel, Mr. Mason has proven experience in budget development portfolio management, long-range planning, financial management, and fiscal oversight, all of which we're looking forward to experiencing. So join me please in welcoming Norm Mason to the Miramar family. That's all I have. No disrespect, Dexter. There was a memo that was issued that effective January 14th, with the departure of Chief Ray Black, Dexter is the Interim Police Chief, and we're going to be working to finalize the process in the near future. So Dexter is the Chief. I was saving it for a more formal event. I didn't want to do it on the same night, but that's okay.

FUTURE WORKSHOP

Date	Time	Subject	Location
01/27/16	5:00 P.M.	Miramar Cultural Center Workshop	Commission Chambers

ADJOURNMENT

MAYOR MESSAM: On that note, this meeting us adjourned.

The meeting was adjourned at 10:47 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cp

2.
CONSENT AGENDA
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2016

Second Reading Date:

Presenter's Name and Title: Hong Guo, P.E., Director of Utilities, on behalf of Utilities Department, and Randy Cross, Director of Procurement , on behalf of Procurement Department

Temp Reso Number: 5966

Item Description: Temp. Reso. No. 59 66, APPROVING THE PURCHASE OF WATER METERS AND ASSOCIATED METER PARTS FROM SENSUS METERING SYSTEMS, INC. IN AN AMOUNT NOT-TO-EXCEED $750,000; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF CITY STANDARD PRODUCTS IN ACCORDANCE WITH CITY CODE SECTION 2 - 413(3). (Director of Utilties Hong Guo and Director of Procurement Randy Cross)

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

Summary Explanation and Background: The City of Miramar Utilities Department's Water Accountability Program is responsible for providing and maintaining water meters to ensure accurate water and wastewater revenue collection. To that end, the Water Accountability Program has implemented a meter exchange program that continually upgrades and impro ves operational efficiencies. Currently, the City owns and maintains approximately 3 3,800 water meters using radio -read technology. Some of the meters were installed over a decade ago and continue to be in service beyond their normal life cycle of 10 to 15 years.

The City therefore plans to purchase new water meters and parts , in order to repair and replace units that have reached the end of their normal service life and are now out of warranty. This purchase is necessary to avoid the common tendency for meter accuracy to deteriorate, causing incorrect billing and non-revenue water loss.

In accordance w ith the City of Miramar Engineering Standards for Public Works and Utilities System, Section 3 "Materials" (September 2007), Sensus Metering Systems (formerly known as Invensy s Metering Systems), parts and material have been accepted as "City Standard". Furthermore, Sensus Metering Systems is the sole manufacturing provider of Sensus products and parts.

City Commission approval is required for pu rchases from a single source exceeding the $50,000 limit for any fiscal year. This Resolution seeks approv al of the proposed purchase of water meters and associated parts as a City standard product, in an amount not-to-exceed $750,000 for Fiscal Year 2016.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by 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 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 of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $750,000 has been appropriated in the Utilities Capital Improvement Budget A ccount No. 410.55.80 0.533.000.606511.52016, entitled " Meter Repair and Replacement" including fund approved by Budget Amendment Ordnance No. 16-02.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5966**
- **Attachments**
  - **Attachment 1: City of Miramar Engineering Standards for Public Works and Utilities Systems**
  - **Attachment 2: Sole Source Letter**
  - **Attachment 3: Product Standardization Form**
  - **Attachment 4: Price Quote**
  - **Attachment 5: Sensus Limited Warranty**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Hong Guo, P.E., Director of Utilities

DATE: January 23, 2016

RE: Temp. Reso. No. 5966, approving the purchase of water meters and associated meter parts as a City standard product from Sensus Metering Systems, Inc. in an amount not-to-exceed $750,000 for Fiscal Year 2016, and waiving competitive bidding requirements in accordance with City Code Section 2-413(3).

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5966, for the purchase of water meters and associated meter parts as a City standard product from Sensus Metering Systems, Inc., in an amount not-to-exceed $750,000 for Fiscal Year 2016, and waiving competitive bidding requirements in accordance with City Code Section 2-413(3).

ISSUE: City Commission approval is required for the approval of purchases exceeding the $50,000 limit and for the waiver of competitive bidding requirements in accordance with City Code Section 2-413(3).

BACKGROUND: The City of Miramar Utilities Department's Water Accountability Program is responsible for reading and maintaining water meters to ensure accurate data collection of water consumptive usage. Currently, there are a total of approximately 33,800 active water meter service connections City wide.

In accordance with the City of Miramar Engineering Standards for Public Works and Utilities System, Section 3 "Materials" (September 2007), Sensus Metering Systems (formerly known as Invensys Metering Systems), parts and material have been accepted as "City Standard" (see Attachment 1). Also attached hereto is a sole source letter of Sensus Metering Systems as sole manufacturing provider of Sensus products and parts (see Attachment 2), and Sole Source/Product Standardization Justification Form as (see Attachment 3).

All meters and parts are to be furnished by Sensus Metering System, Inc., in accordance with City Standards. To ensure that every water meter is read accurately, the Water Accountability Program has implemented a meter exchange program that continually upgrades and improves the efficiencies of consumptive use data collection in the field.

In 1999, a City-wide Water Meter Exchange Program was initiated to convert all manual read meters to radio-read technology and the program was successfully completed in 2006. To date, most of the original installations have reached the end of their useful service life and have been continously changed out as part of Utilities on-going renewal and replacement program.

In 2015, the City replaced 540 meters, 600 registers and installed 1,900 MXU's. There are 4,230 of meters that are currently on the replacement schedule in Fiscal Year 2016. Staff also identified 1,300 meters and 2,000 registers to be replaced in Fiscal Year 2017.

Thus, the Utilities Department requests to purchase up to 4,230 water meters, 2,000 registers, miscellaneous repair parts and rebuilding kits in order to repair and replace failed units that have been identified. Total purchase of water meters and parts are as follows:

Part Type	***Quantity***	***Unit price***	***Anticipated Total***
Meters (Various Sizes)	Up to 4,230	Range ($96-$1,977)	$ 532,000
Registers (Various Sizes)	Up to 2,000	Range ($53-$205)	110,000
Misc. Parts			40,000
Contingency (10%)			68,000
Total			**$ 750,000**

The City Manager recommends that the City Commission approve Temp. Reso. No. 5966 for the purchase of water meters and associated meter parts, from Sensus Metering Systems, Inc., as a City standard product, in an amount not to exceed $750,000 for Fiscal Year 2016, and waive the competitive bidding requirements for these products in accordance with City Code Section 2-413(3).

Funding of $750,000 has been appropriated in the Utilities Capital Improvement Budget Account No. 410.55.800.533.000.606511.52016, entitled "Meter Repair and Replacement" including fund approved by Budget Amendment Ordnance No. 16-02.

Temp. Reso. No. 5966
12/23/15
2/10/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF WATER METERS AND ASSOCIATED METER PARTS FROM SENSUS METERING SYSTEMS, INC. IN AN AMOUNT NOT -TO-EXCEED $750,000; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF CITY STANDARD PRODUCTS IN ACCORDANCE WITH CITY CODE SECTION 2 -413(3); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department's Water Accountability Program is responsible for providing and maintaining water meters to ensure accurate water meter reading; and

WHEREAS, in order to make sure that every meter is read accurately , the Water Accountability Program has implemented a meter exchange program that continually upgrades and improves the efficiencies of consumptive use data collection in the field; and

WHEREAS, the City owns and maintains water meters furnished by Sensus Metering System, Inc., using radio-read technology; and

WHEREAS, the City of Miramar has established Sensus Metering Systems, Inc. water meters as “City S tandard” as specified in the City of Miramar Engineering Standards for Public Works and Utilities System (September 2007); and

WHEREAS, the City plans to purchase meters, registers and other miscellaneous parts in an amount not to exceed $750,000 in Fiscal Year 2016 for the repair and replacement of the failed units; and

WHEREAS, in accordance with Section 2-413(3), City Code, a product that has been adopted as a City standard commodity is exempt from City procurement procedures and may be procured without competition; and

WHEREAS, the City Manager recommends that the City Commission approve the purchase of water meters and associated meter parts, through purchase orders, from Sensus Metering Systems, Inc. in an amount not -to-exceed $750,000 for Fiscal Year 2016, and waive the competitive bidding requirements for the purchas e in accordance with Section 2-413(3); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the purchase of water meters and associated meter parts, through purchase orders, fr om Sensus Metering Systems, Inc., in an amount not -to-exceed $750,000 for Fiscal Year 2016, and to waive the competitive bidding requirements for the purchase in accordance with Section 2-413(3).

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

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

Section 2: That the City Commission approves the purchase of water meters and associated meter parts, through purchase orders, from Sensus Metering Systems, Inc., in an amount not -to-exceed $750,000 for Fiscal Year 2016, and waives the competitive bidding requirements applicable to said purchase.

Section 3: That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Attachment 1

CITY OF MIRAMAR ENGINEERING STANDARDS for PUBLIC WORKS & UTILITIES SYSTEMS

Office of Operational Services

October 1998

(Revised 12/2015)

size meters shall have external strainers as part of the meter package. Strainers shall have cover plate for inspection and removal of debris from the bronze screen without disturbing the pipeline.

k. ANSI/AWWA Standard C700 latest revision and the following options provided under this standard. Meters main casing shall be all bronze, split case type magnetically driven with mutating discs or oscillating pistons. Registers shall be straight reading hermetically sealed, and read in U.S. gallons. The register housing may be either bronze or suitable synthetic polymer materials. All other ESTERNAL parts of the meter shall be bronze including, but not limited to, the maincase and bottom and/or top. Displacement meters one (1) inch and smaller are to be furnished without coupling nuts; one and one-half (1½) inch meters are to be furnished with flanged ends.

l. Guarantees for materials and workmanship of all meters for a period of not less than one (1) year from date of delivery. A minimum ten (10) year factory warranty shall be provided to cover all defects in the register.

m. Nuts for all meters shall be brass, bronze, or stainless steel.

n. All water meters shall be manufactured by Invensys Metering Systems – North American Water, Inc. No substitute shall be accepted and must be NSF 61 compliant.

2. Meter Valves:

a. Meter valves shall be of bronze construction in accordance with ASTM Specification B62 latest revision.

Attachment 2

Andrea Davis
Channel/Distribution
Marketing Manager

8601 Six Forks Road
Raleigh, NC 27615

T: 919-424-8995
F: 919-424-8976
andrea.davis@sensus.com
www.sensus.com

October 8, 2015

The City of Miramar
6700 Miramar Parkway
Miramar, Florida 33023
Attention: Mr. Harry Morgan
humorgan@ci.miramar.fl.us

To Whom It May Concern,

Please be advised that Sensus, USA is the sole manufacturer and provider of Sensus' products including Water Meters, Meter Reading Systems, Testing Equipment, Software, System Support Programs and Repair Parts.

Thank you for your business, and we look forward to continuing to provide you with quality Sensus Products and superior customer service.

Please feel free to contact me at andrea.davis@sensus.com regarding this or any other matter.

Sincerely,

Andrea M. Davis

Andrea Davis
Sensus, USA
Channel/Distribution Marketing Manager

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Requisition No.:	Department: Utilities
Recommended Vendor(s), if any: Sensus Metering Systems	Date: January 5, 2016
	Estimated Cost: Not to exceed $750,000
Estimated Hours for Consulting Engagement:	Contact Person: Whittingham Gordon, Stephen Glatthorn
[X] Ongoing Purchase / Replacement	[ ] New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure $ 250,000	
Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail) Increase, City is revamping the meter replacement program to purchase additional meters and meter parts to repair/replace meters that are at the end of their service life and out of their 10-15 year warranty period. The City is buying substantially more meters than in years past because a large amount of meters were installed between 1996 and 2001 because of the construction boom (over 15-20 years ago).	

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements) in excess of $2,500 from Miramar resident vendors or $1000 form all other vendors.

Check one of the following that best describes the proposed procurement:

- [X] Only one source (supplier) exists for the required product/service ("sole source").
- [X] Product Standardization
- [ ] Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the purpose or function of the required product or service. (Minimum 3 sentences required.)

   The Meter Division reads and services approximately 33,000 water meters City wide using Sensus meters and parts. For over 20 years, Sensus meters have been the product standardization of the City for water meters. The automated reading system is proprietary, which means that other meter systems are not compatible. Therefore, the city buys it's replacement meters and meter parts directly from the manufacturer (Sensus) to ensure compatibility and reliability.

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

   For nearly 20 years, Sensus meters have been the product standardization of the City for water meters. Sensus is one of the largest meter and meter accessory suppliers in the US and around the World, and has many representatives and municipal customers in Florida. Since the City's meters are all Sensus products, if the product or service was not available through this vendor the Meter Division would be unable make repairs or replace water meters, and the automated reading system would not work with other meter manufacturer's products. The accuracy of the water meters is paramount, because most of utilities revenue comes from water and sewer usage. Inaccuracies in the meters can add up to millions of dollars per year across the entire city.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Sole Source

3a. Explain why **the product/service** is the only product/service that can satisfy you requirements and explain why alternative are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

The Meter Division is currently using Sensus meters and parts throughout the City and malfunctioning meters must be repaired and upgraded when damaged. Spare parts must be kept in inventory so that meters can be repaired in an immediate manner. Sensus is a sole source manufacturer of replacement parts for their meters which precludes using products from any other manufacturer.

Complete for Sole Source

3b. Explain why this **vendor** is the only practicable available source which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if, that is cited as a reason for this request.) (Minimum 4 sentences required.)

Sensus is a sole source manufacturer of replacement parts for their meters which precludes using products from any other manufacturer. Therefore, to consider alternatives would require that the City to convert the entire water meter and automated reading system to another company, which would be a substantially higher cost than what is proposed. Any 3rd party parts also voids any warranties from the manufacturer.

Complete for Sole Source

Product Standardization

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the City. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

Sensus Metering Systems' meters are the product standardization for the City for nearly 20 years. The materials and parts for the meters are incorporated into the City's Utility standards and substitutes are not accepted. Sensus can guarantee that their products are compatible with all existing meters and utility standards in the City because they are the original manufacturer and supplier.

Complete for Product Standardization

Sole Source and Product Standardization

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

Market survey was not conducted because the prices are quoted from the direct distributor and manufacturer. Sensus has also traditionally provided a substantial discount from the list pricing due to the City's long standing business, and the City's ability to purchase bulk quantities. It is not anticipated that an outside company could supply the meters and parts for less cost than the direct manufacturer.

Complete for Sole Source and Product Standardization

6. Will this purchase obligate the City to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

The Utilities Department will be obligated to purchase from this particular vendor in the future, due to using existing equipment specifications as provided by the current water meters.

Complete for Sole Source and Product Standardization

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

7. Explain why the price for this product or service is considered to be fair and reasonable.

The prices provided by Sensus Metering Systems are considered to be fair and reasonable and has been determined to be competitive and technically acceptable. Sensus representatives have indicated that this pricing is over 20-30% less than standard list pricing because of the City's long standing business and ability to purchase in bulk quantities. Staff has negotiated a price for 5/8" meters that is less than previous years due to the volume of meters being purchased. Other items have a minimal price increase from the previous year (approximately 3% in the attachment).

Complete for Sole Source and Product Standardization

8. Describe the negotiations efforts, if any that have been made with the vendor/provider to obtain the best possible price.

Staff has negotiated a price for 5/8" meters that is 2% less than the previous year. 5/8" meters are the majority of the parts that will be purchased this year. Other parts may also be available for price reductions based on the warranty conditions of the replaced parts. The Utilities Department will continue to work with the vendor to provide cost savings or credits where possible.

Complete for Sole Source and Product Standardization

9. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

The Utilities Department will continue to use Sensus Metering Systems for new and replacement water meter equipment, unless the City determines that switching to a new system is economically and operationally viable, and is in the best interests of the City. It is the utmost priority for the utility department to maintain the investment in the City's meter and meter reading infrastructure to ensure that proper billing and revenue can be generated.

PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: Whittingham Gordon Position: Utility Field Operations Manager

Department: Utilities Date: January 5, 2016

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Department Director Signature 1/12/16 Date

For Procurement Department Use Only

This approval is effective for 365 **days**

A good faith review of available sources has been conducted by:

☑ User Department ☐ Procurement Department ☐ Standards Committee

I concur that this contract is not suitable for competitive bids or proposals

Chief Procurement Officer 1/24/16 Date

Attachment 4

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-Meterit
1-800-638-3748
www.sensus.com

SENSUS

QUOTATION
Your Quote Number: 25167
Reference:

Bill to Customer: 580041

Ship to Customer: 1

ATTENTION HARRY M., ELI W., GORDAN W. & ROBERT N.
MIRAMAR CITY OF
ACCOUNTS PAYBLE
2300 CIVIC CENTER PLATE
MIRAMAR FL 33025 USA

MIRAMAR CITY OF
6700 MIRAMAR PKY
FINANCE DEPARTMENT
MIRAMAR FL 33023

Salesman: OPEN-DAVID NIMTZ
Terms: NET 30 DAYS

Effective Date: 4/23/15
Expiration Date: 4/30/16

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: S2PX338GLXXXXXX MTR-LL 5/8-3/4SRIIER-TRPL1000G BTM/BRZ 4WHL5A 6'SPK DP/P	1	EA	~~106.190~~ 95.49
2	Part#: S2PX338GL0XX1XX MTR-LL 5/8-3/4SRII ER-TRPLGLPK BTM/BRZ 1000G 6'SEN L/HSG PK DP/P MFGS/N=REGID 4WHL5A	1	EA	100.150
3	Part#: S3PX338GLXXXXXX MTR-LL 3/4S SRII ER-TRPL 1000G BTM/BRZ 4WHL5A 6'SPK DP/P	1	EA	131.000
4	Part#: S5PX338GLXXXXXX MTR-LL 1 SRII ER-TRPL 1000G 6' BTM/BRZ 4WHL5A 6'SPK DP/P	1	EA	159.980
5	Part#: S5PX338GLXXX1XX MTR-LL 1 SRII ER-TRPL 1000GLPK BTM/BRZ 4WHL5A 6'SEN L/HSG PK DP/P	1	EA	153.500
6	Part#: 5396353752201MI M520M TRANSCEIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION, HOURLY READ & INTERVAL DATA	1	EA	123.600

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at http://www.sensus.com/tc Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

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US Dollar

Line	Description	Quantity	U/M	Unit Price
7	Part#: 5396353752203MI M520M TRANSCEIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA	1	EA	144.200
8	Part#: 5396153752001AL MXU 520R TRANSCEIVER UNIT SINGLE PORT, PIT TOUCHCOUPLER W/ALL OPTIONS	1	EA	113.300
9	Part#: 5396153752063AL MXU 520R TRANSCEIVER UNIT DUAL PORT, PIT TOUCHCOUPLER W/ALL OPTIONS	1	EA	144.200
10	Part#: T1 METER 1-1/2" OMNI T2 TURBO	1	EA	687.250
11	Part#: T2 METER 2" OMNI T2 TURBO	1	EA	815.190
12	Part#: T3 METER 3" OMNI T2 TURBO	1	EA	1,015.830
13	Part#: T4 METER 4" OMNI T2 TURBO	1	EA	1,977.670
14	Part#: T6 METER 6" OMNI T2 TURBO	1	EA	3,560.450
15	Part#: T8 METER 8" OMNI T2 TURBO	1	EA	6,005.110
16	Part#: T10 METER 10" OMNI T2 TURBO	1	EA	7,829.440
17	Part#: C1 METER 1-1/2" OMNI C2 COMPOUND	1	EA	1,004.250
18	Part#: C2 METER 2" OMNI C2 COMPOUND	1	EA	1,158.750

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Line	Description	Quantity	U/M	Unit Price
19	Part#: C33XXXXG1GA0X METER 3" OMNI C2 MNCS/COMP 1000 GALLON, 5 WHEEL 4A AMR 1 GALLON PULSE REG ID = MFG SN	1	EA	1,467.750
20	Part#: C4 METER 4" OMNI C2 COMPOUND	1	EA	2,549.250
21	Part#: C6 METER 6" OMNI C2 COMPOUND	1	EA	4,403.250
22	Part#: 5191063800001 REGISTER W/AMR AND PULSE WIRE ILL 5B FOR 1-1/2" & 2" T2/C2 ILL 5B FOR R2 OMNI METERS	1	EA	197.070
23	Part#: 5191463800001 REGISTER W/AMR AND PULSE WIRE ILL 5A FOR 3" AND 4" T2/C2 F2	1	EA	197.070
24	Part#: 5191863800001 REGISTER W/AMR AND PULSE WIRE ILL 5A FOR 6" T2/C2 F2	1	EA	197.070
25	Part#: 5191963800001 REG UNIV 8 OMNI F/MTR BUILD ONLY	1	EA	197.070
26	Part#: 5192063800001 REG UNIV 10 OMNI F/MTR BUILD ONLY	1	EA	197.070
27	Part#: 5191063800003 REGISTER W/AMR AND PULSE WIRE ILL 5D FOR 1-1/2" AND 2" T2/C2 4"-6" F2 RECLAIM REGISTER - NO DRINK ILL 5D FOR R2 OMNI METERS	1	EA	204.720

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US Dollar

Line	Description	Quantity	U/M	Unit Price
28	Part#: 5191463800003 REGISTER W/AMR AND PULSE WIRE ILL 5C FOR 3" AND 4" T2/C2 4" F2 RECLAIM REGISTER - NO DRINK	1	EA	204.720
29	Part#: 5191863800003 REGISTER W/AMR AND PULSE WIRE ILL 5C FOR 6" T2/C2 F2 RECLAIM REGISTER - NO DRINK	1	EA	204.720
30	Part#: 5191963800003 REG UNIV 8 OMNI NDK NO-DRINK RECLM F/MTR BUILD ONLY	1	EA	204.720
31	Part#: 5192063800003 REG UNIV 10 OMNI NDK NO-DRINK RECLM F/MTR BUILD ONLY	1	EA	204.720
32	Part#: 031 SR/SRII TR/PL CONVERSION KIT REGISTER ONLY, L/HOUSING	1	EA	53.560
33	Part#: E2SXX38GLXXXXXX E-REG TRPL SRII 5/8-3/4 1000G 4WHL5A 6'SEN AY W/BAYONETT RING	1	EA	53.560
34	Part#: E5SXX38GLXXXXXX E-REG TRPL SRII 1 1000G 6' 4WHL5A 6'SEN AY W/BAYONETT RING	1	EA	53.560
35	Part#: 5380220000015 1/4" DRIVE SECURITY SOCKET ILL 27 FOR SRII METER	1	EA	16.460

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US Dollar

Line	Description	Quantity	U/M	Unit Price
36	Part#: I5S8GLXX METER 5/8 X 3/4" IPERL 1000 GALLON, 4 WHEEL 5A W/6' TRPL CABLE, 3 WIRE W/7.5" LL, SMART MODE	1	EA	106.090
37	Part#: I4S8GLXX METER 1" IPERL 1000 GALLON, 4 WHEEL 5A W/6' TRPL CABLE, 3 WIRE SMART MODE	1	EA	150.050
38	Part#: 5081061471901B KIT 1-1/2" SR TRPL 1000 GALLON, 4 WHEEL 5B REBUILD/CONVERSION KIT W/20' WIRE, SENSOR & HOUSING	1	EA	206.880
39	Part#: 5081261471901B KIT 2" SR TRPL 1000 GALLON 4 WHEEL 5B REBUILD/CONVERSION KIT W/20' WIRE, SENSOR & HOUSING	1	EA	265.230
40	Part#: 5390753739604 TOUCHREADER M3096+ 910-0008110	1	EA	408.700
41	Part#: 5081002221001 STRAINER - STAINLESS STEEL ILL 16B FOR 1-1/2" SR METER	1	EA	17.770
42	Part#: 5081202221001 STRAINER - STAINLESS STEEL ILL 16B FOR 2" SR METER	1	EA	24.270
43	Part#: R11XXXXG8GA0X MTR 1.5 OMNI R2 MNCS 13"L ID=S 1000G 5WHL4A AMR REG ID = MFG S/N	1	EA	420.210

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1-800-638-3748
www.sensus.com

Your Quote Number: 25167

US Dollar

Line	Description	Quantity	U/M	Unit Price
44	Part#: R21XXXXG8GA0X MTR 2 OMNI R2 MNCS 17"LL ID=SN 1000G 5WHL4A AMR REG ID = MFG S/N	1	EA	589.590
45	Part#: 5396353752201MI M520M TRANSCEIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION, HOURLY READ & INTERVAL DATA	1	EA	90.130
46	Part#: 5396353752203MI M520M TRANSCEIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA	1	EA	90.130
47	Part#: MISC. SEE BELOW	1	EA	.000

**** ALL ORDERS MUST HAVE A P.O., NO VERBALS. ****
****
-
ADD-ON TO OMNI METER PRICE FOR RECLAIM EACH $53.29
ON ITEMS NOT QUOTED.
-
PARTS NOT QUOTED TO BE DISCOUNTED 24% FROM CURRENT
LIST PRICES.
-
FAX 954-602-3722 HARRY
CELL 954-548-0147 HARRY
PHONE 954-883-6837 HARRY

humorgan@ci.miramar.fl.us	HARRY MORGAN
wogordon@ci.miramar.fl.us	GORDAN WHITTINGHAM
ewilliams@ci.miramar.fl.us	ELI WILLIAMS
rlnelson@ci.miramar.fl.us	ROBERT NELSON
FAX 954-602-3778	ROBERT

-
FREIGHT ALLOWED ON 96 - 5/8" METERS OR MORE OR
ON $7500 OR MORE PER ORDER.
FOB SHIPPING POINT. ** PROJECT CODE - WAKT **

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Line	Description	Quantity	U/M	Unit Price

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IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.
Current as of: 4/24/15

Correspondence:
SENSUS
207 WINDMERE DRIVE
BOWLING GREEN, KY 42103

Purchase Orders:
SENSUS
PO BOX 487
UNIONTOWN, PA 15401

PHONE: 800-METER-IT
800-638-3748

ROBERT WHITTAKER Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at http://www.sensus.com/tc Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

G-500 R20

Sensus Limited Warranty

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

II. SR II® and accuSTREAM ™5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR	5,000,000 gallons
2" SR	8,000,000 gallons

V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet available at sensus.com/iperl/datasheet or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for:"W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Hand Held Device	1 year
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year
Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*
Residential Electronic Register	20 years*

* Sensus will repair or replace non-performing:

- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the

8601 Six Forks Road, Suite 700
Raleigh, NC 27615
1-800-638-3748

sensus

Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TERMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

3.
CONSENT AGENDA
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2016

Second Reading Date:

Presenter's Name and Title: Hong Guo, P.E., Director of Utilities, on behalf of Utilities Department, and Randy Cross, Director of Procurement, on behalf of Procurement Department

Temp Reso Number: 5967

Item Description: Temp. Reso. No. 5967, AWARDING BID NO. 16-003 TO REVERE CONTROL SYSTEMS INC. FOR THE PROVISION OF GOODS AND SERVICES FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION ("SCADA") SYSTEM UPGRADES PROJECT AT THE WEST WATER TREATMENT FACILITY, IN AN AMOUNT NOT-TO-EXCEED $604,984; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH REVERE CONTROL SYSTEMS INC. (Utilties Director Hong Guo and Procurement Director Randy Cross).

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

Summary Explanation and Background: The City of Miramar Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant ("WWTP"), which has been in operation since 1996. The Supervisory Control and Data Acquistion ("SCADA") system, which controls the water treatment processes, has been in service since 1996 and some of its modules are obsolete, or will be discontinued by the manufacturer in the next two years. In order to ensure the continuity of WWTP's operations, and to comply with the Florida Department of Environmental Protection's ("FDEP") rules and operating permit conditions that address the data reporting requirements, the system must be replaced, since replacement parts are no longer available for purchase.

On November 2, 2015, the City advertised Invitation for Bids No.16-003 ("IFB"), entitled "West Water Treatment Plant SCADA Replacement", in a newspaper of general circulation and on Demandstar. The City conducted a pre-bid conference and site visit on November 12, 2015, in which a total of three firms participated. On December 1, 2015, the bid due date, three bids were received. Upon final review and evaluation by Utilities and Procurement staff, it was determined that Revere Control Systems Inc. was the most responsive and responsible bidder with a total best and final price of $574,984. Staff also recommends $30,000 contingency fund to be approved for unforeseen conditions.

City Commission approval is required for the West Water Treatment Plant SCADA Replacement Project by Revere Control Systems Inc., in an amount not-to-exceed $604,984.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by 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 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 of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $700,000 has been budge ted in the Utilities Capital Improvement Budget Account No. 410.55.80 5.533.000.606510.52046, entitled "West Water Treatment Plant SCADA Replacement".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR-5967**
  - **Exhibit A: Form Agreement**
- **Attachment(s)**
  - **Attachment 1: Bid Proposal Part 1**
  - **Attachment 2: Bid Proposal Part 2**
  - **Attachment 3: Bid Tabulation Sheet**
  - **Attachment 4: IFB 16-003 Part 1**
  - **Attachment 5: IFB 16-003 Part 2**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Hong Guo, P.E., Director of Utilities

DATE: January 23, 2016

RE: Temp. Reso. No. 5967, awarding Bid No. 16-003 to Revere Control Systems Inc. in an amount not-to-exceed $604,984, for the replacement of the SCADA system at the West Water Treatment Facility.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5967, awarding Bid No. 16-003 to Revere Control Systems Inc., and authorizing the City Manager to execute the contract with Revere Control Systems Inc., to replace Supervisory Control and Data Acquisition ("SCADA") system at the West Water Treatment Facility ("WWTP"), at a price of $574,984, plus $30,000 contingency fund, for a total amount not-to-exceed $604,984.

ISSUE: City Commission approval is required for purchases exceeding the $50,000 limit per vendor limit, in accordance with Section 2-412(a)(1) of the City Code.

BACKGROUND: The City of Miramar Utilities Department is responsible for the operation and maintenance of the WWTP, which has been in operation since 1996. The SCADA system, which controls the water treatment processes, has been in service since 1996 and some of its modules are obsolete, or will be discontinued by the manufacturer in the next two years. In order to ensure the continuity of WWTP operations, and to comply with the Florida Department of Environmental Protection's ("FDEP") rules and operating permit conditions that address the data reporting requirements, the system must be replaced, since replacement parts are no longer available for purchase.

The SCADA system consists of three Programmable Logic Controllers ("PLC") and two Human-Machine Interface ("HMI") computers. It automatically controls treatment processes of five nanofiltration systems, chemical dosing, concentrate disposal, water distribution, and miscellaneous system. The SCADA system also

provides process information and equipment control to plant operators, continuously records process data and generates operation reports as per FDEP permit requirement.

A new model PLC platform is currently in operation at East Water Treatment Plant and Waste Water Reclamation Facility. Staff recommends replacement in-kind with the current operation systems based on its successful operation experience.

On November 2, 2015, the City advertised Invitation for Bids No.16-003, entitled "West Water Treatment Plant SCADA Replacement" ("IFB"), in a newspaper of general circulation and on Demandstar. The City conducted a pre-bid conference and site visit on November 12, 2015, in which a total of three firms participated. On December 1, 2015, the bid due date, three bids were received. Upon review and evaluation by Utilities and Procurement staff, one bidder was disqualified. Revere Control Systems Inc. provided the best and final price of $574,984, and was deemed to be the most responsive and responsible bidder. Staff also recommends $30,000 contingency fund to be approved for unforeseen conditions for a total project costs not to exceed $604,984.

Funding of $700,000 has been budgeted in the Utilities Capital Improvement Budget Account No. 410.55.805.533.000.606510.52046, entitled "West Water Treatment Plant SCADA Replacement".

Temp. Reso. No. 5967
1/13/16
2/10/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AWARDING BID NO. 16 -003 TO REVERE CONTROL SYSTEMS INC. FOR THE PROVISION OF GOODS AND SERVICES FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION ("SCADA") SYSTEM UPGRADES PROJECT AT TH E WEST WATER TREATMENT FACILITY, IN AN AMOUNT NOT -TO-EXCEED $604,984; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH REVERE CONTROL SYSTEMS INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department is responsi ble for the operation and maintenance of the West Water Treatment Plant ("WWTP"), which has been in operation since 1996; and

WHEREAS, the SCADA system, which controls the water treatment processes, has been in service since 1996 and some of its modules are obsolete or will be discontinued in the next two years by the manufacturer; and

WHEREAS, in order to ensure the continuity of WWTP operations, and to comply with the rules and operating permit conditions of the Florida Department of Environmental Protection (“FDEP”), which address certain data reporting requirements, and given that replacement parts and technical support are no longer available for purchase, the system must be replaced in its entirety; and

WHEREAS, on November 2, 2015, the City advertised Invitation for Bids No.16 -003, entitled "West Water Treatment Plant SCADA Replacement" ("IFB"), in a newspaper of general circulation and on Demandstar; and

WHEREAS, the City conducted a pre-bid conference and site visit on November 12, 2015, in which a total of three firms participated; and

WHEREAS, on December 1, 2015, the bid due date, three bids were received ; and

WHWEREAS, upon review and evaluation by Utilities and Procurement staff, it was determined that Revere Control Systems Inc. was the most responsive and responsible bidder with a total best and final price of $574,984; and

WHEREAS, the Director of Utilities recommends that the IFB and resulting agreement be awarded to Revere Control Systems Inc. in an amount not-to-exceed $574,984, and that a $30,000 contingency fund be authorized, for the replacement of the SCADA system at the WWTP, for a total project cost in an amount not-to-exceed $604,984; 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 the IFB to Revere Control Systems Inc., authorize the City Manager to execute an agreement with Revere Control Systems Inc. in an amount not-to-exceed $604,984, and to authorize a $30,000 contingency fund, for a total project cost in an amount not-to-exceed $604,984 for the

replacement of the SCADA system at the WWTP.

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 it awards Bid No. 16-003 to Revere Control Systems Inc. in an amount not-to-exceed $604,984, for the provision of goods and services in connection with the replacement of the SCADA system at the WWTP.

Section 3: That the City Manager is authorized to execu te an agreement with Revere Control Systems Inc. in the form attached hereto as Exhibit "A", along with such non-substantial changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

AGREEMENT

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

AGREEMENT FOR CONSTRUCTION OF WEST WATER TREATMENT PLANT SCADA REPLACEMENT (Re-Bid)

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City") and _____ (the "Contractor"), a Florida corporation whose address is _____.

WITNESSETH:

WHEREAS, the City intends to contract for Construction Services for the West Water Treatment Plant SCADA Replacement (Re-Bid) (the "Work", "Project" or "Services") and desires to engage the Services of Contractor; and

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

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 Invitation for Bids No. 16-003 (the "IFB"), which is deemed fully incorporated herein for all purposes, and shall have the meanings indicated in the IFB or in the General Terms and Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: "**City of Miramar West Water Treatment Plant SCADA Replacement (Re-Bid)**". The Scope of Work includes but is not limited to the upgrade of the existing Supervisory Control And Data Acquisition ("SCADA") System with new Allen Bradley ("AB") Controllogix PLC platform at West Water Treatment Plant (West WTP) for the City of Miramar as detailed on the Specifications and Contract Documents.

ARTICLE 3
CONTRACT TIME

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

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

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

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

a) has all licenses and certifications required by applicable Law to perform the

Contractor's Services and the Work;

b) is experienced in all aspects of the Work required for projects similar to the Project;

c) will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

d) that no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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 for 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 $200.00 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and $100.00 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 _____$(_____) 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 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

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

1. 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;

2. 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;
3. 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;
4. 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;
5. 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;
6. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed by the Contractor.

B. 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.

C. 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.

D. The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of one hundred dollars ($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.

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:

1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
2. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
3. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
4. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
5. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
6. 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. 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
CONTRACT DOCUMENTS

11.1 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 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.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order 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 12
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 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply will 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 14
AUDIT AND INSPECTION RIGHTS

14.1 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.

14.2 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.

14.3 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 15
AWARD OF AGREEMENT

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 16
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

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 City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven Days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 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.

17.2 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.

17.3 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 18
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 19
INSURANCE

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
  $1,000,000 each occurrence, $2,000,000 general aggregate;
- Products and Complete Operations Aggregate, $2,000,000;
- Personal Injury and Advertising Injury, $1,000,000;
- Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence;
- Property Damage, $500,000 each occurrence or combined single limit of $1,000,000 each occurrence;
- Automobile Liability, $1,000,000 combined single limit per accident;

- Workers Compensation and Employers Liability, $1,000,000 each accident, $1,000,000 each employee for injury by disease, $1,000,000 aggregate for injury by disease.

The City shall be named as additional insured on the general liability certificates and endorsements with waiver of subrogation in its favor. 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.

ARTICLE 20
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. 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 21
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 22
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as

a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 23
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 24
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 25
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 26
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 27
NOTICES

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

TO CONTRACTOR:

ATTN: _____

-
-
-
Telephone: _____
Fax: _____

TO THE CITY OF MIRAMAR:

ATTN: Kathleen Woods Richardson, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Douglas R. Gonzales, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 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.

28.2 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 29
LIMITATION OF LIABILITY

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.

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.

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 30
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 31
THIRD PARTY BENEFICIARY

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

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty

period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 33
DISPUTE RESOLUTION

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

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

ARTICLE 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
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
Kathleen Woods-Richardson

This ____day of_____, 2015.

ATTEST:

CONTRACTOR:

By:_____

_____

Date:_____

_____
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
Weiss Serota Helfman
Cole & Bierman, P.L.

Attachment 1

Original

The City of Miramar

IFB 15-008

West Water Treatment Plant SCADA Replacement

Bid Date and Time:
Tuesday, February 24, 2015 2:00 p.m.

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

REVERE

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TAB 1

Required Bid Forms
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SECTION 00300 - BID FORMS

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 as part of this City of Miramar Bid No. 15-008 to perform the Work as specified or indicated in the Solicitation entitled: "**City of Miramar West Water Treatment Plant SCADA Replacement.**"

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.

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	N/A	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: 11/13/2015

BIDDER: Revere Control Systems, Inc.

BY: Robert R. Adams
(Signature)

TITLE: Robert R. Adams, President

STATE OF ~~FLORIDA~~ Alabama)
) ss:
COUNTY OF ~~BROWARD~~ Jefferson)

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large

My commission expires: 3/10/2019

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
No addenda were issued	

BIDDER:

Revere Control Systems, Inc.

(Company Name)

Robert R. Adams

(Signature)

Robert R. Adams, 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 – WEST WATER TREATMENT PLANT SCADA REPLACEMENT

IFB NO. 15-008

BID WORKSHEET

Item No.	Estimated Quality	Description	Total
1.	Lump Sum	SCADA System Replacement: The construction includes: 1). Furnish and install SCADA replacement system 2). Programming of PLC and HMI SCADA replacement as specified in the Contract Documents for the lump sum price of:	
		Five Hundred Eight Nine Thousand Dollars and	$ 589,000.00
		No Cents	
2.	Lump Sum	Consideration for Indemnification in accordance with the Agreement, the lump sum price of:	
		One Hundred Dollars and	$ 100.00
		No Cents	
TOTAL BID PRICE FOR ITEMS 1 THROUGH 2:			$589,100.00

Written: Five Hundred Eighty Nine Thousand One Hundred Dollars and No Cents

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

Bidder acknowledges that included in the various items of the Bid or Proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, F.S. 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.

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.

Work to be Performed	Subcontract or License Number	Percent of Total Contract	Subcontractor's Name and Address
1. Not Applicable			
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 the technical Specifications, 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
PLC	A. Allen-Bradley
	B.
	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. Not Applicable		
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

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:
Revere Control Systems, Inc. 2240 Rocky Ridge Road, Birmingham, AL 35216
Florida Office: Revere Control Systems, Inc. 3810 Drane Field Road, #16 Lakeland, FL 33811

(2) CONTRACTOR'S telephone number: (205) 824-0004 or (863) 226-0219

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

State License No. and Expiration Date: Florida License No. CGC060338 exp. 08-31-2016

Supplemental classification held, if any: Florida Engineering License No. CA8769 exp. 02-28-2017

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

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

Name: Jerry Zitterman Date of Inspection: 11-12-2015
Sean Gucken, 02-04-2015

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: The Hanover Insurance Company

440 Lincoln Street, Worcester, MA 01653-0002

(6) **ATTACH TO THIS BID** the experience 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 four projects completed as of recent date involving work of similar type and complexity (use separate sheet if required):

Project	Contract Price	Name, address and telephone number of Owner
1. Please See Attached Projects		
2.		

3. _____ _____ _____

4. _____ _____ _____

END OF DOCUMENT

CUSTOMER REFERENCE

City of Gainesville, Florida
Gainesville Regional Utilites
301 S.E. 4th Ave
Gainesville, FL 32614-7117

Owner Representative(s):

Debbie Daugherty – Supervising Utility Engineer
Phone: (352) 393-1622
E-Mail: DAUGHERTYDD@gru.com

Consulting Engineer Representative(s):

Tim Ptak – Project Manager
Phone: (352) 384-7159
E-Mail: tptak@ch2m.com

Chris Rollo – I&C Reviewer, Testing, Startup
E-Mail: Chris.Rollo@CH2M.com

Description of Services Provided

Revere served as the Prime Contractor for the Gainesville Murphree WTP Upgrade Project to perform the following scope of work.

- Replace all of the Allen Bradley PLC5 Hardware with Allen Bradley ControlLogix platform hardware.
- Install a system back up control using Allen Bradley Pico Controllers
- Programming of the Allen Bradley ControlLogix controllers to match the original Allen Bradley PLC5 logic functionality.
- Modification of the existing control panels to replace the Allen Bradley PLC5 PLC hardware with Allen Bradley ControlLogix including various components to allow for proper functionality.
- Upgraded and modified the SCADA programming software from Fix32 to the latest version of iFix.
- Provided two (2) SCADA Redundant Servers, One (1) Historian server and One (1)Thin-Client server.
- Installed a wireless access point system for SCADA monitoring utilizing Apple iPads.

The Allen Bradley ControlLogix processors were programmed using Rockwell Software's RSLogix 5000. The existing HMI Application was modified to reference the address information for the new Allen Bradley ControlLogix processors and a newly defined tagname convention as coordinated with the Owner.

A detailed Factory Acceptance Test was held at the Revere facility where the system was demonstrated for the Consulting Engineer and the Gainesville Murphree Operations and Maintenance Staff. Modification of the existing controls panels was performed onsite with limited shutdown of various plant areas. The plant remained in operation with portions of the plant operated in manual mode while each area's control panel(s) were upgraded.

REVERE

CUSTOMER REFERENCE

CITY OF BOCA RATON
Utility Services Department
1401 Glades Road
Boca Raton, FL 33431-6417

Owner Representative(s):

Justin Barrington; Utilities Project Engineer
Phone: (561) 338-7382
E-Mail: jbarrington@ci.boca-raton.fl.us

Consulting Engineer Representative(s):

John Chandler; Construction Manager
Phone: (954) 776 1731
E-Mail: chandlerjs@cdmsmith.com

Dave Ubert; Automation Group Leader
Phone: (407) 660-6388
E-Mail: ubertdl@cdmsmith.com

Year of Project Completion: 2014
Contract Amount: $1,895,186.94
Percent Performed by Revere: 90%

Description of Services Provided

Revere served as the Prime Contractor for the Boca Raton FL Water Treatment Plant SCADA Upgrade Project to perform the following scope of work.

- Replace all of the Bristol Babcock PLCs with Allen Bradley ControlLogix platform controllers.
- Replace and relocate the Siemens PLC System controlling the Pressure Filter System.
- Programming of the Allen Bradley ControlLogix controllers to match the original Bristol Babcock logic functionality.
- Modification of the existing control panels to replace the Bristol Babcock PLC hardware with Allen Bradley ControlLogix including various components to allow for proper functionality.
- Replacement of several field instruments such as level transmitters.

The Allen Bradley ControlLogix processors were programmed using Rockwell Software's RSLogix 5000. The existing HMI Application was modified to reference the address information for the new Allen Bradley ControlLogix processors and a newly defined tagname convention as coordinated with the Owner.

A detailed Factory Acceptance Test was held at the Revere facility where the system was demonstrated for the Consulting Engineer and the Boca Raton Plant Operations and Maintenance Staff. Modification of the existing controls panels were performed onsite with limited shutdown of various plant areas. The plant remained in operation with portions of the plant operated in manual mode while each area's control panels were upgraded.

CUSTOMER REFERENCE

COLLIER COUNTY, FLORIDA
Collier County PLC / IO Replacement 4 Phases
Collier County Public Utilities
3339 East Tamiami Trail, Suite 303
Naples, FL 34112

Owner Representative(s):

Aaron Cromer, Principal Project Manager
Collier County Public Utilities
Phone: (239) 252-5338
E-Mail: AaronCromer@colliergov.net

Tony McQuade, Engineer / Contractor
AECOM Technical Services, Inc.
Phone: (404) 965-7037
Email: tony.mcquade@aecom.com

Year of Project Completion: Phase 1 completed December 2011
Phase 2 completed May 2012
Phase 3 completed February 2013
Phase 4 completed June 2013

Contract Amount: $537,736.00

Description of Services Provided

The purpose of this project was to replace the Siemens/TI-505 and S7-200 I/O being controlled by a single A-B ControlLogix Processor, in three locations, with Allen-Bradley 1794 Series Flex I/O. The first location is LCP-1, which controls the ten (10) RO and Nano-filtration Skids, Transfer Pumps, Concentrate Pumps and Switchgear. The second location is LCP-2, controlling the Chemical Feed Systems and High Service Pumps, and the third is LCP-3, controlling the Odor Control, Monitoring Well and Degasifiers.

Basic Services common to all Phases:

1) Project management
2) Engineering meetings
    a) Pre-construction conference
        i) Verify scope of work onsite
        ii) Start coordination activities with plant personnel
    b) Coordination meetings daily while on site working
3) Engineering submittals included were for RCS furnished equipment only:
    a) Project Plan
    b) Manufacturers Catalog Cut Sheets
    c) I/O Listing and cross reference
    d) Engineered shop drawings for Remote I/O enclosures
    e) Modification to County's existing VFD bucket drawings as furnished by the County
    f) Modification to the County's existing drawings, in the format provided by the County for "as installed" drawings
    g) Update the existing Network Overview Drawing

h) Operations and Maintenance Manual
    i) Updated drawings
    ii) Updated PLC Program
    iii) Equipment manuals for new items furnished
i) Testing Submittals
j) Training Submittals

4) Software configuration and programming included:
    a) Re-mapping LCP-1 I/O furnished by RCS for NF Trains
5) Testing included:
    a) Documented Un-witnessed Factory Test (UFT)
    b) Documented Witnessed Factory Test (WFT)
    c) Documented Operational Readiness Testing (ORT) consisting of:
        i) Loop checkouts
        ii) Communication verification
    d) Functional Demonstration Testing
    e) Documented Acceptance Testing
6) Onsite Services
    a) Modifications to existing PLC panels as described herein
    b) Modifications to existing VFD's as described herein
    c) Installation of Remote I/O Panels, including conduit and wiring
    d) Installation of data highway cables, including conduit and wiring
7) Field Training included:
    a) Done in conjunction with the Acceptance Testing
8) Warranty services for a period of 12 months after installation
    a) Warranty is on materials and workmanship

REVERE

CUSTOMER REFERENCE

TOWN OF CARY, NORTH CAROLINA
Cary/Apex WTF Control System Upgrade
1400 Wimberly Road
Apex, NC 27523

Owner Representative(s):

Kelvin Creech; Water Systems Manager
Phone: (919) 362-5502
E-Mail: Kelvin.creech@townofcary.org

Joel (J.D.) Arnold; Operations Team Leader
Phone: (919) 362-5502
E-Mail: joel.arnold@townofcary.org

Contract Duration: October 2013 – July 2014; Contract Amount: $3,023,276.95

Description of Services To Be Provided

Revere is providing PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Electrical Installation Services, Panel Modifications, Startup and Commissioning Services, Owner Training for the Cary/Apex WTF Control System Upgrade Project.

New PLC Control Panels are to be provided for the following areas using the Allen Bradley ControlLogix and CompactLogix PLC Platform:

- Main Ozone Control Panel (PLC 3-1)
- Five (5) Filter PLC Panels (PLC 2-1 thru PLC 2-5)

The existing Allen Bradley PLC-5 hardware will be replaced with Allen Bradley ControlLogix hardware for the following control panels.

- Administration Building PLC Panel (PLC 1-1)
- Hypochlorite Building PLC Panel (PLC 1-2)
- Chemical Building PLC Panel (PLC 1-3)
- Sludge Building PLC Panel (PLC 1-4)
- Ozone Generator PLC Panels (PLC 3-2 and 3-4)
- Ozone Destruct PLC Panels (PLC 3-6 and 3-7)
- Centrifuge PLC Panel (PLC-4A)
- Finished Water Building PLC Panel (PLC-5)
- Electrical Building PLC Panel (PLC-6)
- SuperPulsator PLC Panel (PLC-7)
- Raw Water Pump Station PLC Panel (PLC-8)

The SCADA Network consists of two (2) separate aspects including a PLC segment and a HMI segment. The network design and implementation allows for limiting communication traffic on the PLC network while at the same provided a level of security to protect the plant process from the outside world or everyday computer activities. Revere is responsible for installing, terminating and testing the fiber optic cable and CAT6 cable for the entire network system.

Revere is responsible for the software development including the PLC Programming using Rockwell Software RSLogix5000 and the HMI Configuration using Wonderware ArchestrA System Platform.

Two (2) Factory Acceptance Tests will be performed – one (1) for the Ozone Control System including the Control Panels and local Operator Interface Terminals and one (1) for the Main Plant Control System including the Control Panels and HMI Application.

Installation of the control system will be implemented one process area at a time beginning with the Ozone System. Revere will work closely with the Plant Operations Staff during the installation, startup and commissioning phase to insure proper plant operations, minimal down time of key process equipment and thorough testing of the system.

ANTI-KICKBACK AFFIDAVIT

STATE OF Alabama)
) ss:
COUNTY OF Jefferson)

I, the undersigned hereby duly sworn, depose and say that no portion of the amount herein Bid 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: 11/13/2015

BY: Robert R. Adams
(Signature)

NAME: Robert R. Adams
(Print)

TITLE: President

STATE OF ~~FLORIDA~~ Alabama)
) ss:
COUNTY OF ~~BROWARD~~ Jefferson)

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large
My commission expires: 3/10/2019

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

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 submitted City of Miramar

   by Robert R. Adams

   for Revere Control Systems, Inc.

   whose business address is 2240 Rocky Ridge Road, Birmingham, AL 35216

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is 63-0794615

   (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 Paragraph 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 Paragraph 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 Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. 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 Paragraph 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 bid 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).

   X 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: 11/13/2015

BY: Robert R. Adams
(Signature)

NAME: Robert R. Adams
(Print)

TITLE: President

STATE OF ~~FLORIDA~~ Alabama)
) ss:
COUNTY OF ~~BROWARD~~ Jefferson)

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large

My commission expires: 3/10/2015

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **CITY OF MIRAMAR WEST WATER TREATMENT PLANT SCADAREPLACEMENT**

Project Number: **City Bid No. 15-008**

Project Location: 4100 South Flamingo Road, Miramar, Florida 33027

Instructions:

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

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

CERTIFICATION

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

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

Not Applicable -Zero Dollars (Written) Dollars $ 0.00 (Figures)

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

Certified: Revere Control Systems, Inc.
(Company Contractor)

By: Robert R. Adams
(President/ Principal's Signature)

Robert R. Adams, President
(President/ Principal's Type or Print Name)

STATE OF ~~FLORIDA~~ Alabama)
) ss:
COUNTY OF ~~BROWARD~~ Jefferson)

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large

My commission expires: 3/10/2019

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF ~~FLORIDA~~ Alabama)
COUNTY OF ~~BROWARD~~ Jefferson) ss:

Robert R. Adams, being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of Revere Control Systems, Inc., _____, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered
In the presence of:

Melissa Stewart
Witness

Nan Johnson
Witness

By: Robert R. Adams

Robert R. Adams
(Print Name)

President
(Title)

STATE OF ~~FLORIDA~~ Alabama)
COUNTY OF ~~BROWARD~~ Jefferson) ss:

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large
My commission expires: 3/10/2019

END OF DOCUMENT

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

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

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

Robert R. Adams
Bidder's Signature

11/13/2015
Date

Robert R. Adams

STATE OF ~~FLORIDA~~ Alabama)
COUNTY OF ~~BROWARD~~ Jefferson) ss:
)

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large

My commission expires: 3/10/2019

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

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 race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

DATED: 11/13/2015

BY: Robert R. Adams
(Signature)

NAME: Robert R. Adams
(Print)

TITLE: President

STATE OF ~~FLORIDA~~ Alabama)
) ss:
COUNTY OF ~~BROWARD~~ Jefferson)

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2015, by Robert R. Adams, who is personally known to me or has produced n/a as identification.

Joy Cannon
Notary Public
State of ~~Florida~~ Alabama at Large
My commission expires: 3/10/2019

JOY CANNON
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

END OF DOCUMENT

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

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Revere Control Systems, Inc.

Address: 3810 Drane Field Road, Suite #16, Lakeland, FL 33811

Phone No.: (863) 226-0219 Office (727) 431-2011 Cell

Contact Person (Regarding This Form): Sean Gucken

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION / SITE ENGINEERING SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ☒ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ☐ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ☐ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

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

  Business is claiming the CBE/SBE Preference N/A
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming the Miramar Local Business Preference N/A
  Please attach a copy of a current Miramar Business Tax Receipt to this form.

- ☐ Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.

- ☐ Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

END OF DOCUMENT

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name
Revere Control Systems, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2240 Rocky Ridge Road

Requester's name and address (optional)
City of Miramar
2300 Civic Center Place

City, state, and ZIP code
Birmingham, AL 35216

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
6 3 - 0 7 9 4 6 1 5

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 ▶ Joey Cannon Date ▶ 11/13/2015

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~~ Alabama)
) ss:
COUNTY OF ~~BROWARD~~ Jefferson)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Revere Control Systems, Inc. (hereinafter "the Corporation"), existing under the laws of the State of Alabama, held on March 29, 2010, the following resolution was passed and adopted: "BE IT RESOLVED THAT _____(name), Robert R. Adams, President 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 13th day of November, 2015.

Secretary
Brenda Holleman

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Brenda Holleman ,certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that Robert R. Adams , who signed the Bond on behalf of the Principal, was then President 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)

Revere Control Systems, Inc.
(Name of Corporation)

Brenda Holleman
Secretary

- END OF DOCUMENT-

BID BOND

STATE OF AL)
) ss:
COUNTY OF Jefferson)

KNOW ALL MEN BY THESE PRESENTS that we, Revere Control Systems, Inc., as principal, and The Hanover 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%), lawful money of the United States, for the payment of which sum well and truly to be made, 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 December 1, 2015.

For:
City of Miramar West Water Treatment Plant SCADA Replacement (Re-bid) IFB No. 16-003

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 1st day of December, 2015, 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:

Clare M. Connelly
Witness

Joseph C. Didong
Witness

By: _____
(Individual or Partnership Principal)

2240 Rocky Ridge Rd.
(Business Address)

Birmingham, AL 35216
(City, State, Zip)

205.824.0004
(Business Phone)

ATTEST:

Secretary

Revere Control Systems, Inc.
(Corporate Principal)*

By: Robert R. Adams

President
(Title)

ATTEST:

Lee Ann P. Hilton
Secretary
*Impress Corporate Seal

The Hanover Insurance Company
(Corporate Surety)*
By: _____
Thomas J. Bole, 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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas J. Bole, Robert B. Berman, Sharon E. Griffith, Gregg A. Tatum and/or Grantland Rice, III

of **Birmingham, AL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **28th** day of **February 2014**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **28th** day of **February 2014** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of December 2015.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

TAB 2

Revere Control Systems, Inc. (RCS)
Corporate Information

The Revere Difference

- **Servant leader organization:** committed to customer service and satisfaction.
- **Mature, healthy organization:** assures consistent, long-term system support.
- **Extensive reference list:** from major municipalities, consulting engineering firms, and many of the top Fortune 500 companies.
- **Independent integrator:** you get a solution based on the equipment that provides the best combination of price and performance for your particular situation.
- **Supplying quality equipment from top manufacturers:** with training and certification from most of them.
- **Knowledgeable, experienced, and easy-to-work-with professionals at every level:** delivering quality results with a focus on satisfaction.
- **Full service control system integration:** everything you need from one source.
    - Electrical and power
    - Automation and controls
    - Wireless communications
    - Information management and technology
    - Training, documentation and service
    - Design/Build electrical construction
- **REX – web-based customer access to all project data, documentation, and scheduling information**: easy access to ship dates, drawings, software, O&M manuals, and more.
- **Certified by the Control System Integrators Association (CSIA):** assures adherence to best industry practices at all levels and operations of the business.
- **Design/Build:** eliminates gaps between disciplines and shortens schedules with a single, common project responsibility. Our customers give this service high marks.
- **Automation Alliance Group**: national and worldwide network of Control System Integrators who share pooled skills and expertise. Members provide local support where needed for better customer satisfaction and savings, such as in travel cost and time.
- **Specialists in water and wastewater:** satisfying customers with quality systems and support since 1980.

About Us

Control System Integrators Specializing in Water and Wastewater

Established in 1980 in Birmingham, Alabama, Revere Control Systems employs over 160 people with one goal in mind: to be recognized as the preferred automation, communication, and information integrator in the field of Water and Wastewater.

As a servant-leader organization founded on the highest standards of customer service, ethics, and care of the environment, we are "engineered to serve" you, the customer, in every way to help you achieve your goals, solve your problems, and meet your needs.

"Engineered to serve you, the customer,
in every way to help you achieve your goals,
solve your problems, and meet your needs."

Facilities

The Revere Control Systems Birmingham complex contains 64,000 square feet of production and administrative office space.

Headquarters:	2240 Rocky Ridge Rd., Birmingham, AL 35216 205.824.0004
Florida Office:	3810 Drane Field Rd., Ste. 16, Lakeland, FL, 33811 863.226.0219
Tennessee Office:	6111 Heritage Park Drive, Suite B-100, Chattanooga, TN 37416 423.388.3600
North Carolina Office:	2331-L Crown Point Executive Drive, Charlotte, NC 28227 704.851.4816
Texas Office:	2620 Summerhill Road, Texarkana, TX 75503 903.716.7070

Project Bonding

Revere can provide **performance or supply bonding**. Our bonding capacity is $20M. Our bonding company is Hanover Insurance Company; our agent is Joey Bole with Cobbs, Allen & Hall of Birmingham, Alabama (205) 414-8100.

Insurance

Revere carries the following basic insurance coverage:

Workmen's Compensation	$ 1,000,000
Automobile Liability	$ 1,000,000
General Liability	$ 5,000,000
Excess Liability	$10,000,000
Errors & Omissions	$ 2,000,000

Contractor Licenses

Alabama General Contractor License	No. 21662
Tennessee Contractor License	No. 40950
Florida General Contractor License	No. CG-C060338
Florida Qualified Business License	No. QB0010707
Louisiana Electrical Contractor License	No. 39583
Mississippi Electrical Contractor License	No. 17818-MC
North Carolina Electrical Contractor License	No. 30254-U
South Carolina Mechanical Contractor License	No. M112558

Engineering Qualifications

Revere has the following degreed engineers:

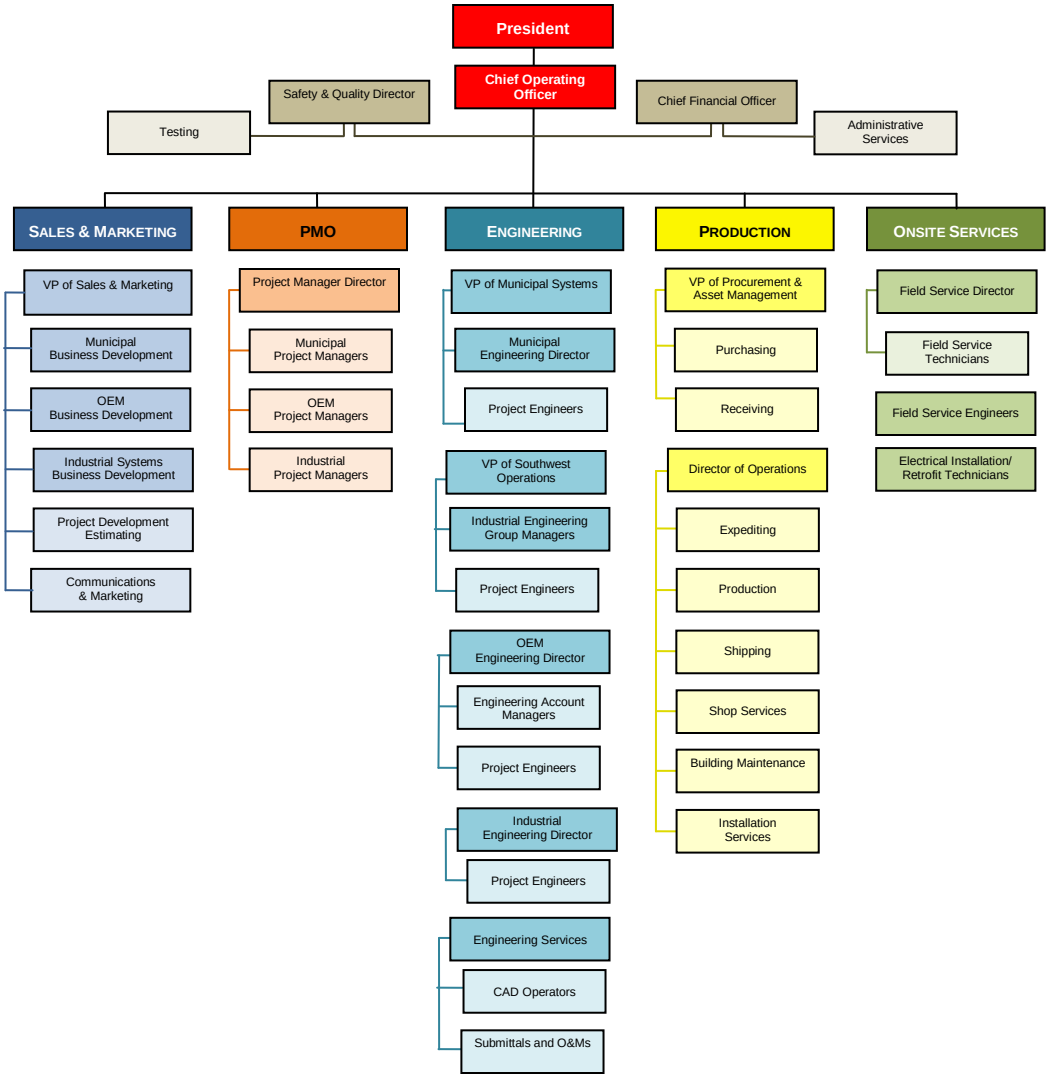
- 50 Degreed Engineers, whose number includes 11 Professional Engineers with 39 registrations in Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Illinois, Louisiana, Massachusetts, Mississippi, Nevada, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Utah, Virginia, and West Virginia

Revere Control Systems is **authorized to perform engineering** in the States of Alabama, Florida, and South Carolina:

- Alabama Certificate of Authorization Number CA-01318-E
- Florida Certificate of Authorization Number 8769
- Georgia Engineer Firm License Number PEF006354
- South Carolina Certificate of Authorization Number 3899
- Tennessee Letter of Authorization, File Number 3841

Senior Managers

- Bob Adams, President / Sales & Marketing Director
- David Paden, PE, Chief Operating Officer / Vice President of Engineering
- Brenda Holleman, Chief Financial Officer
- Tom Adams, VP, Safety & Quality Director
- Rick Braddock, Vice President of Procurement & Asset Management
- Nan Johnson, PMP, Vice President of Municipal Systems
- Jason Leeper, PE, Vice President of Southwest Operations
- Tom York, PE, Director of Strategic Projects
- Greg Graves, Vice President of Sales & Marketing
- Gary Woltersdorf, Industrial Business Development Director
- Leelon Scott, OEM Business Development Director
- Marc Handley, IT Director



Competencies

Water treatment

- In-plant central Supervisory Control and Data Acquisition (SCADA)
- Personal computer workstations, PLC, DCS, HMI
- Software development, reports, information, trends, Web enabling
- Tank level monitoring
- Valve control
- Filter consoles

Wastewater treatment

- In-plant central Supervisory Control and Data Acquisition (SCADA)
- Personal computer workstations, PLC, DCS, HMI
- Software development, reports, information, trends, Web enabling

Information Technology

Telemetering/radio

- Wide-area remote SCADA (phone line, radio, cellular, satellite, Web)
- Radio antennae and towers
- Radio path studies

Networks

- Fiber optics cabling, OTDR testing, field termination
- Configuration, security assessment

Video surveillance and security

Web-based applications

Databases

Reports

Instrumentation: flow, level, pressure

- Instrumentation (flow, level, pressure)
- Analytical

Original Equipment Manufacture (OEM)

- Centrifugal blower controls
- Sand filter controls
- Aerators
- Clarifiers
- Bar screens
- Belt presses

- Filter presses
- Centrifuges
- Package treatment plant controls
- SBR controls
- Aeration D/O basin controls
- Reverse osmosis controls

Variable frequency drives

Pump sequencing and level control

Motor control, power, and switchgear

- MCCs built to suit and/or modified
- Switchgear built to suit and/or modified

Core Services

Consulting

- Application consulting
- Operational strategy
- Post-install assessment
- Specification development
- Network security assessment

Engineering

- Project management
- System integration
- Detail control engineering
- Programming: PLC, HMI, OIT, reports
- Computer-aided design

Information Technology

- Network design
- Reports
- Database design
- Security
- Web-based applications
- Radio/Telemetering/Wi-Fi
- Technology upgrades

Fabrication/Assembly/Verification

- Control panel assembly
- Light fabrication
- Engraving and silk screening
- Custom painting
- Testing and simulation

Documentation

- Publishing software and high speed production equipment
- Hard copy
- CD
- Internet accessible

Support

- Installation management
- Startup, calibration, and maintenance
- Operator training
- Technical phone support
- Emergency service
- Remote monitoring/support

Affiliations

Microsoft Certified Partner

Revere has qualified as a Microsoft Certified Partner and is authorized to display the Windows Powered logo.

Rockwell Automation Solutions Provider

Revere has been selected to be part of the Rockwell Automation Solution Providers program. This selection verifies our expertise at successfully integrating Rockwell Automation products and services and establishes our credentials as a proven, trusted, and established organization for design, implementation, project management, and maintenance of automation and control systems.

Square D

Revere is an Authorized System Integrator and an Authorized Panel Builder.

Wonderware

Revere is a Certified System Integrator.

InTouch 9.0 CSI	I/O Servers 7.1 CSI
InSQL 8.0 CSI	Industrial Application Server 2.0 CSI
SCADAlarm 5.0 CSI	System Platform (ArchestrA)

Bristol Babcock

Revere is an Automation Solution Provider.

GE Fanuc (Intellution)

Revere is an Authorized Solution Provider.

Motorola

Revere is a Value Added Reseller

Responsiveness/Availability of Equipment

Revere Control Systems has the following equipment/software:

1. Two Fully Stocked Service Vehicles
    a. Florida Office
       3810 Drane Field Road, Suite 16
       Lakeland, FL 33811

2. PLC Programming Licenses Owned by Revere Control Systems, Inc.
    a. Allen Bradley RSLogix 5, 500 and 5000
    b. Modicon Proworx 32 and Unity
    c. GE Proficy
    d. Motorola System Tool Suite
    e. Siemens S7
    f. Control Microsystems
    g. Industrial Control

3. SCADA Software Programming Licenses Owned by Revere Control Systems, Inc.
    a. Rockwell Automation FactoryTalk
    b. GE/Intellution iFIX
    c. Schneider Electric Citect
    d. Wonderware ArchestraA System Platform
    e. Iconics
    f. Trihedral VT SCADA

4. Field Calibration Equipment
    a. HART Communicators
    b. Instrumentation Calibration Devices
    c. Precision Pressure Calibration Devices
    d. Strap On Flow Meters
    e. Analytical Calibration Equipment
    f. Temperature Calibration Equipment
    g. Fiber termination and test equpment

5. Computers and software
    a. Laptop Computers
    b. Desktop Computers
    c. MS Office Standard Software
    d. Solar Winds Network Monitoring/Optimizing Software
    e. AutoCAD Electric

6. Radio Propagation Survey Trailer
    a. Multiple Radio Bands
    b. 90' Extendable Tower
    c. Survey Software
    d. Stored at the Birmingham, AL location, available in Florida

Revere Control Systems is committed to supporting our clients. Our software licenses are maintained as current, with additional software being purchased as the need arises. Our calibration equipment is calibrated annually in order to ensure traceability for our clients and our work.

TAB 3

RCS Licenses
RCS Certificates

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

WEAVER, FRED LYNN
REVERE CONTROL SYSTEMS INC
2240 ROCKY RIDGE RD
BIRMINGHAM AL 35216

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC060338 ISSUED: 08/05/2014

CERTIFIED GENERAL CONTRACTOR
WEAVER, FRED LYNN
REVERE CONTROL SYSTEMS INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408050001904

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC060338	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

WEAVER, FRED LYNN
REVERE CONTROL SYSTEMS INC
2240 ROCKY RIDGE RD
BIRMINGHAM AL 35216

ISSUED: 08/05/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1408050001904

11:54:20 AM 3/9/2015

Licensee Details

Licensee Information

Name:	**Revere Control Systems (Primary Name)**
	(DBA Name)
Main Address:	**2240 ROCKY RIDGE ROAD** **BIRMINGHAM Alabama 35216**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certificate of Authorization**
Rank:	**Cert of Auth**
License Number:	**8769**
Status:	**Current,Active**
Licensure Date:	**01/05/2001**
Expires:	**02/28/2017**
Special Qualifications	**Qualification Effective**

View Related License Information

View License Complaint

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida.** **Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Certificate of Status Authentication

The information listed below was used to create the certificate for the listed authentication number.

Authentication Number	900237056029-070212-F96000006332
Document Number	F96000006332
Corporate Name	REVERE CONTROL SYSTEMS, INC.
State of Inc	AL
Filing Date	12/05/1996
Document Type	Foreign Corporation
Document Status	ACTIVE
Effective Date	N/A
Last Trans Date	N/A
Last Trans Effective Date	N/A
Last Annual Report Date	01/04/2012
Last Annual Report Year	2012
Cross Reference Name	N/A

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State of Florida, Department of State

State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Revere Control Systems
2240 ROCKY RIDGE ROAD
BIRMINGHAM, AL 35216

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112,Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is http://www.fbpe.org.

State of Florida

Board of Professional Engineers

Attests that

Revere Control Systems

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201701892

CA Lic. No:
8769

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. **166437** **CLASS: B** **EXPIRES: 9/30/2015**

OWNER NAME	LOCATION
ADAMS, ROBERT R	**3810 DRAIN FIELD RD** **LAKELAND**

BUSINESS NAME AND MAILING ADDRESS

REVERE CONTROL SYSTEMS, INC

2240 ROCKY RIDGE RD
BIRMINGHAM, AL 35216

CODE	ACTIVITY TYPE
230130	**CONTRACTOR ELECTRICAL UNLIMITE**
540190	**PROFESSIONAL ENGINEER**

PROFESSIONAL LICENSE (IF APPLICABLE)
8769

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1703404.0001-0001 09/18/2014 09/18/2014 PAW 159 57.75 REVERE CONTROL SYS

CITY OF LAKELAND

BUSINESS TAX RECEIPT

Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

Expires on: 9/30/2016

Account Number: 1386606
Workers: 7
Square Footage: 5,200
Fee: $201.14

Location Address
3810 DRANE FIELD RD #15-16

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.

Business Name & Mailing Address
REVERE CONTROL SYSTEMS INC

ROBERT R ADAMS, OWNER
3810 DRANE FIELD RD #16
LAKELAND,FL 33811

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

VALID ONLY WHEN SIGNED

Bus. Type(s) Bus. Subtype(s)	Quantity
CAT I-OFFICE PROFESSIONAL FIRM	
CATEGORY I	

Rockwell Automation

Solution Partner

Revere Control Systems, Inc.

is a Solution Partner in the
Rockwell Automation PartnerNetwork Program

2015 Annual Membership

Control Solutions

Keith Nosbusch

Keith Nosbusch
Chairman & CEO, Rockwell Automation

Rockwell Automation
PartnerNetwork™

Schneider Electric
Partnership Certificate

Revere Control Systems

is a valued
Alliance Solution Partner with **Schneider Electric**

Valid thru

December 31, 2016

Authorised by

Mary Mcdonald
Vice President, U.S. Sales & Marketing, Industry Business

Joe Flaviani
U.S. Control Panel Builder Segment Manager, SI/CPB Solution Partner Program Manager

Schneider Electric

Partnership #SEAP1430US

GE
Intelligent Platforms

Solution Provider

Proudly Recognizes

Revere Control Systems, Inc.

As a member of the

Solution Provider Program

SPCERT0110

CERTIFICATE OF AUTHENTICITY

Please keep this certificate in a convenient location. Information provided below
is required to access Customer Support via phone and the internet.
For a detailed list of benefits, please refer to your GlobalCare Support Guide

GlobalCare

12220200	Complete
CUSTOMER SERVICE NUMBER (CSN)	COVERAGE TYPE
Revere Control Systems, Inc.	10
COMPANY NAME	LICENSES / UNITS COVERED
2014-11-30 2015-11-29	SB00421312
START DATE END DATE	SALES ORDER NUMBER

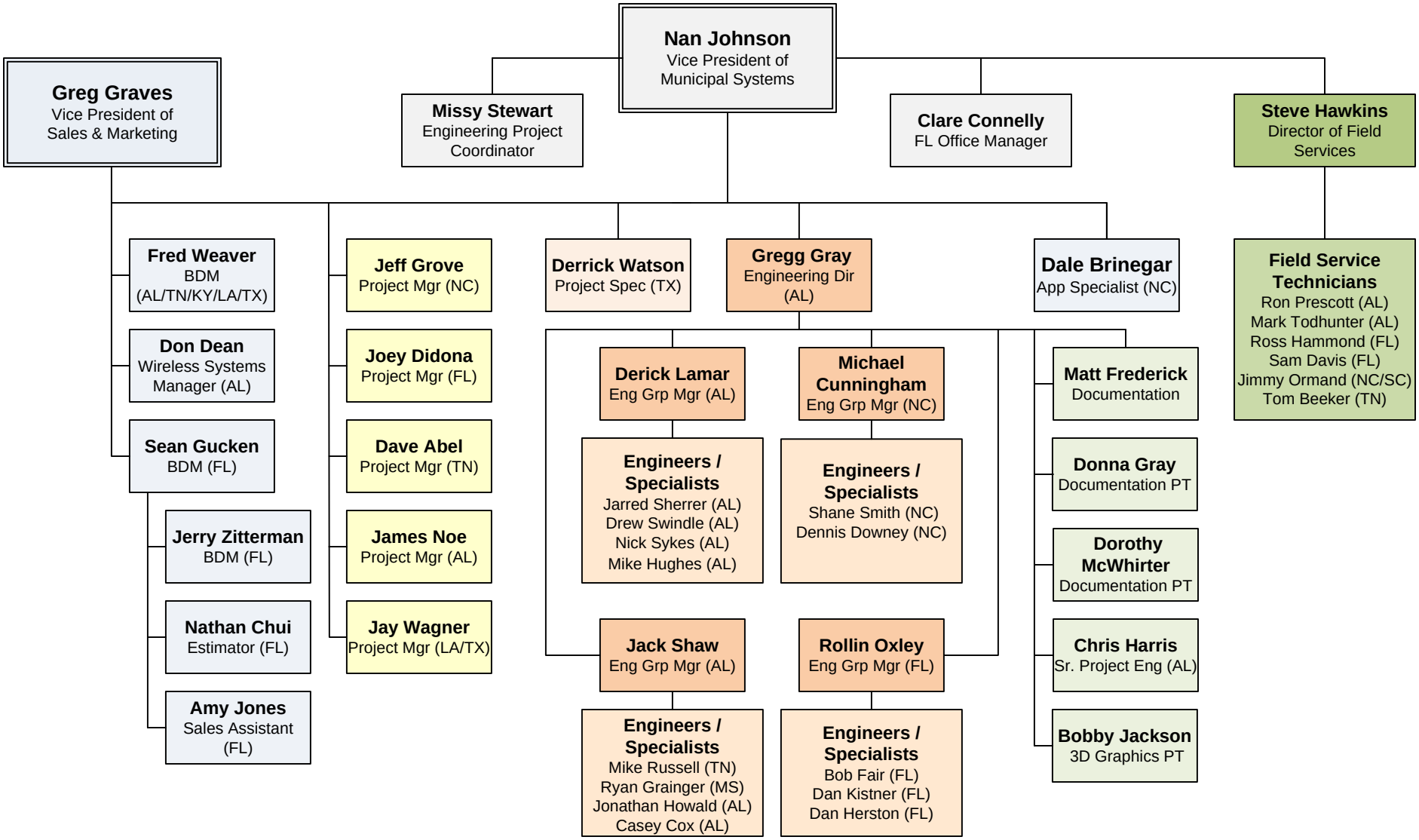
GCCERT0410

TAB 4

Municipal Organization Chart
Project Manager Resume
Resumes

Revere Control Systems

Municipal Division Organization Chart



Revision: November 2015

Vice President Administration

Nan Johnson, PMP
Vice President of Municipal Systems

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2007
- Responsibilities include: planning, organizing and directing the activities of Municipal Systems so that company objectives are efficiently achieved, company policies and procedures are adhered to, and high customer and employee satisfaction rates are maintained
- Previous experience: 18 years' experience in water/wastewater systems engineering and project management
- HMI/SCADA: FIX 32, iFIX, Cimplicity, RSView32, Wonderware
- Communications: LAN/WAN, Radio (MAS), Ethernet, Modbus, Serial
- PLC: GE 90-30, 90-70, VersaMax, Rx3i,
  Allen-Bradley SLC, ControlLogix, MicroLogix
- Instrumentation: Flow, Level, Analytical
- Database: SQL Server
- Other: Networks, Field Startup
- Programming Languages: VisualBasic

Specialty Areas
- HMI Configuration
- Communications/Networks
- Field Startup
- Project Management

Training/Certification/Memberships
- Six Sigma Greenbelt Certification
- Professional Employee Management Development Course (PEMDC)
- Firm Price Job Management (FPJM)
- Contract Awareness and Risk Exposure (CARE)
- Project Management Professional (PMP) Certification Number 1203917

Education
- BS Computer Science, University of South Carolina, Columbia, South Carolina

Associate of Arts, Anderson College, Anderson, South Carolina

Project Management

Joseph Didona
Project Manager
Lakeland, Florida

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2014
- Responsibilities include: Oversight of all aspects of projects by planning, executing, monitoring, controlling and closing projects to quality standards within customer expectations and company objectives.
- Previous experience: 20 years of experience in construction project management, project implementation in the Water & Wastewater Industry
- Project Management Tools: Primavera, Project Planning and Budgeting
- Skills: Subcontractor Coordination, Scheduling, Risk Management

Specialty Areas
- Project Management
- Procurement, Equipment and Startup Coordination
- Prepared and Negotiated Subcontracts
- Site Work Planning and Management

Training/Certification
- OSHA 30 hour course

Education
- Bachelor of Science in Mechanical Engineering (BSME), University of Central Florida

Municipal Business Development

Sean Gucken
Business Development Manager
Florida Office

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2007
- Responsibilities include: development and management of business in Florida; generation of proposals, specifications, and bid pricing; assisting consulting engineers and contractors (contract negotiations); preparation of estimate/bids for instrumentation and control projects for municipal water and wastewater customers
- Previous experience: 10 years experience in municipal systems integration including technical shop work, drafting, engineering, programming, start-up, and sales; 8 years experience with a major instrumentation manufacturer in Florida specifying, quoting, and closing municipal integration projects; 8 years systems integration experience in Florida working with consulting engineers and owners to qualify for projects, estimating, bidding, and closing projects with general contactors, and providing project management for engineering projects.
- HMI/SCADA: Rockwell RSView Software
- Communications: Ethernet, ControlNet, DeviceNet, Wireless Ethernet
- PLC: Allen-Bradley SLC500, ControlLogix
- Drives: SquareD, Allen-Bradley
- Other: ABB, Rosemount, Drexelbrook, Hach, Foxboro, GLI

Specialty Areas
- Plant Control Systems Design
- Wireless Systems Design
- Process Instrumentation

Education
- BA Economics, University of Michigan, Ann Arbor, Michigan
- Civil Engineering Curriculum, University of Michigan, Ann Arbor, Michigan

Municipal Business Development

Jerry Zitterman
Business Development Manager
Lakeland Office

Industry

- Water & Wastewater
- Industrial

Experience

- Joined Revere Control Systems in 2014
- Responsibilities include: generation of proposals, specifications, and bid pricing; and establishment and maintenance of representative network; assisting consulting engineers and contractors (contract negotiations); preparation of estimates/bids for instrumentation and control projects for municipal water and wastewater customers
- Previous experience: Over 35 years' experience in water & wastewater systems integration including technical panel shop work, engineering, field service / process troubleshooting, estimating, sales engineering, project management and sales management.
- HMI/SCADA: Rockwell RSView Software
- Communications: Ethernet, Wireless Ethernet
- PLC: Allen Bradley
- Drives: Allen Bradley
- Instrumentation: ABB, Rosemount, Siemens, Hach, Mine Safety Appliance, Primary Flow Systems, Endress & Hauser

Specialty Areas

- Plant Control System Design, Water & Wastewater
- Wireless Communication System Design
- Process Control Troubleshooting
- Preventive Maintenance and Calibration

Training/Certification/Memberships

- Michigan Water Environmental Association, Lifetime Member
- Florida Water Environmental Association

Education

- BS Mathematics, Eastern Michigan University, Ypsilanti, MI
- BS Physics, Eastern Michigan University, Ypsilanti, MI

Engineering Management

Gregg Gray, PE, PMP
Municipal Engineering Director

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 1994
- Responsibilities include: supervision, management, and training of engineering staff ; to ensure project success and timely deliverance of business results; control systems design, programming, testing, implementation, and service
- Previous experience: 1 year in industrial power distribution systems, which included developing bid package, supervising contractors, and overseeing project costs; 4 years as a computer engineer in the United States Air Force designing computer networks
- HMI/SCADA: Wonderware, FIX DMACS, FIX32, IFIX, Iconics Genesis32 Suite, RSView, US Data/FactoryLink, PanelView, PanelMate, Magelis
- Communications: LAN/WAN, Radio (MAS, Spread Spectrum) Leased Line, Ethernet, Modbus Plus, Data Highway Plus, Fiber Optic
- PLC: Allen-Bradley, Modicon, Bristol Babcock, Siemens, Toshiba
- Instrumentation: Flow, Level, Analytical, Pressure
- Other: Networks, Field Startup
- Programming Languages: VBA for Excel

Specialty Areas
- HMI Programming
- PLC Programming
- Instrumentation

Training/Certification/Memberships
- Licensed Professional Engineer (PE) in Electrical Engineering – Alabama, Louisiana
- Project Management Professional (PMP) Certification Number 1197407

Education
- BEE, Auburn University, Auburn, Alabama

Engineering Management

Derick Lamar, PE, PMP
Engineering Group Manager

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 1994
- Responsibilities include: supervision, management, and training of project engineers network; control systems design, programming, testing, implementation, and service objectives
- HMI/SCADA: Wonderware, FIX DMACS, FIX 32, IFIX, PanelView, PanelMate, DTAM
- Communications: LAN/WAN Windows 2000, Windows XP, Radio (MAS, Spectrum), Leased Line, Ethernet, ControlNet, DeviceNet, IndustrialSQL Server, ActiveFactory
- PLC: Allen-Bradley, Modicon, Square D Symax, Bristol Babcock
- Drives: Allen-Bradley, ABB, Square D
- Instrumentation: Flow, Level, Analytical
- Database: SQL Server
- Other: Networks, Field Startup
- Programming Languages: Basic, Fortran

Specialty Areas
- HMI Programming
- Instrumentation
- Communications

Training/Certification/Memberships
- Licensed Professional Engineer (PE) in Control Systems Engineering – Alabama 31630-E
- Wonderware certification: Industrial Application Server 2.*0*
- Member of the International Society of Automation (ISA)
- Project Management Professional (PMP) Certification Number 1250060

Education
- BEE, Auburn University, Auburn, Alabama
- Associate of Science, Basic Engineering, Walker College, Jasper, Alabama

Engineering

Rollin Oxley , PE
Project Engineer III
Florida Office

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2012
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: 6 years control, SCADA, and automation systems engineering
- HMI/SCADA: Trihedral, Wonderware
- Communications: Radio, Ethernet, Fiber, and WiBB
- PLC: Motorola, Allen Bradley, Siemens

Specialty Areas
- Programming
- Control Panel Design
- Radio Communication Systems

Training/Certification/Memberships
- Professional Engineer, State of Florida

Education
- BSEE, University of South Florida

Engineering Management

Michael Cunningham
Engineering Group Manager
Charlotte Office

Industry
- Water & Wastewater
- Fiber Optic
- Tire Manufacturing
- Chemical
- Refinery

Experience
- Joined Revere Control Systems in 2007
- Responsibilities include: control systems design, programming, testing, implementation, startup, commissioning and support
- Previous experience: 16 years systems integration; 2 years plant engineering
- PLC: Allen-Bradley PLC5, SLC, ControlLogix, MicroLogix
  GE RX3i, 90-30, 90-70, VersaMax
  Modicon Quantum, Momentum, Micro
- HMI/SCADA: iFIX, Cimplicity, Wonderware, RSView
- OIT: PanelView, Quickpanel, Magellis, Horner
- Communications: Ethernet, DH+, Profibus, Modbus, ControlNet, Genius, Serial, Radio
- Instrumentation: Flow, Level, Pressure, Temperature, Analytical
- Programming Languages: PLC ladder logic, function block, structured text, VB/VBA

Specialty Areas
- PLC Programming
- HMI Programming

Training/Certification/Memberships
- EIT
- Wonderware App Server 2.0 Training
- Allen Bradley Control Logix & PLC-5 Training
- Modicon Unity Pro Training

Education
- BSEE, Virginia Tech, Blacksburg, Virginia

Engineering

Bob Fair
Senior Project Engineer
Florida Office

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2006
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: engineering control systems in Water and Wastewater since 1991; 7 years as a technical writer, writing technical operator and service manuals for Process Control Systems being supplied for the Pulp and Paper industry; several years experience as a project engineer applying controls and managing startups in the Pulp & Paper industry; Intel assembly language programming
- HMI/SCADA: Wonderware, iFix, Citect; Trihedral; Maple Systems OITs
- Communications: Ethernet networking
- PLC: Programmed Motorla ACE and L Processors, Motorola FIU and Remote RTU processes, Allen Bradly Micrologic, SLC, and Controllogix, Modicon Compact and Quantum, Automation Direct, Square D Sy/max, and Fischer & Porter MicroDCI.
- Drives: Allen Bradley and connectivity to Controllogix via Control-net.
- Other: PLC/SCADA Startup, Operator and technical training

Specialty Areas
- SCADA and PLC Programming
- Plant Sequence of Operation Manuals, and training.

Education
- Bachelor of Electronic Engineering Technology, Ohio Institute of Technology, Columbus, Ohio

Engineering

Dennis Downey
Project Engineer III
Charlotte Office

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2013.
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: ITT Wedeco , Parsons
- HMI/SCADA: Panelbuilder, FactoryTalk View, iFIX, Fix32, Wonderware
- Communications: DH, DH+, RS232, Ethernet, Modbus, Modbus Plus, ControlNet
- PLC: Allen-Bradley, Modicon
- Drives: N/A
- Other: RSLogix, ProWorx, Concept

Specialty Areas
- Programming
- OIT and SCADA design and implementation
- Panel Design

Memberships
- Member of ISA

Education
- BSEE, State University of New York at Utica/Rome

Engineering

Shane Smith
Project Engineer III
Charlotte Office

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2012
- Responsibilities include: control systems design, programming, testing, implementation, startup, and service
- Previous experience: 8 years as an Electrical/Controls Engineer and Startup Manager with an OEM UV/Ozone Disinfection Company for the waste/drinking water industry
- HMI/SCADA: RSView32, RSViewME, PanelView, PanelView Plus
- Instrumentation: Flow, Pressure, Temperature, Level
- Communications: Ethernet, ControlNet, Windows XP
- PLC: Control and Compact Logix, SLC 500 series, Quantum, Momentum, and M340
- Drives: Allen-Bradley, ABB, Square D
- Other: Field Startup and Service

Specialty Areas
- Disinfection Equipment for the Water industry
- Instrumentation
- Field Startup

Training/Certification/Memberships
- Allen Bradley Logix Series Training
- GE Proficy Training

Education
- BSEE, University of South Carolina, Columbia, South Carolina
- Associates of Science, University of South Carolina, Lancaster, South Carolina

Engineering

Dan Kistner
Project Specialist II

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2014
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: 7 plus years PLC and HMI programming in municipal and industrial environments.
- HMI/SCADA: Wonderware ArchestrA, Trihedral VTS, Rockwell Factory Talk View, Maple, IFix
- Communications: Ethernet, Modbus, Analog/Digital Radio
- PLC: Motorola, Allen-Bradly, Modicon, Automation Direct
- Instrumentation: Flow, Level, Pressure, Temperature
- Drives: Schneider
- Other: Field Startups, New Concept Development

Specialty Areas
- PLC Programming
- HMI Development
- Troubleshooting

Training/Certification/Memberships
- Wonderware System Platform Certified Developer
- Trihedral VTS Advanced Programming and Scripting

Education
- Electrical Engineering Curriculum, University of Central Florida, Orlando
- Digital Media Curriculum, Polk State College, Winter Haven, FL

Engineering

Jarred Sherrer
Project Engineer II

Industry
- Water & Wastewater

Experience
- Joined Revere in 2006
- Responsibilities include: control panel design and testing, loop sheets, and submittal preparation
- Other: C++ programming, AutoCAD, XHTML programming

Specialty Areas
- Wastewater treatment systems

Training/Certification/Memberships
- IEEE

Education
- BSEE, University of Alabama, Tuscaloosa, Alabama

Engineering

Dan Herston
Senior Project Specialist

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2012.
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: 6 years as Sr. Programmer, 8 years as Controls Engineer, 1 year as Applications Engineer
- HMI/SCADA: iFIX, WinCC, PanelView Plus, CiTect, Wonderware, RSView, VTS
- Communications: Profibus-DP/PA, ProfiNET, Industrial Ethernet, Modbus/TCP, Modbus+, EtherNET-IP, DeviceNET, ControlNET, DH+
- PLC: Siemens S7/TI505/405/S5, AB RSLogix5000/5, Modicon Concept/Proworx32, GE 90-30/Series1, Motorola ACE3600
- Drives: ABB, Siemens, GE, AB, Magnetek, SquareD
- Instrumentation: E+H, Siemens, Rosemount, Hach, Foxboro
- Other: process control, power and motion, burner safety

Specialty Areas
- Programming
- Documentation
- Training

Training/Certification/Memberships
- iFIX Fundamentals 154A Training
- Advanced iFIX Development 254 Training
- ABB ACH400 Variable Frequency Drive Training
- Siemens Simoreg DC Drive Training
- Certified ProfiNET Engineer

Education
- Information Technology and Electronics Technology curriculum at Shoals Community College, Muscle Shoals, Alabama
- Graphics Design curriculum at Indian River State College, Fort Pierce, Florida

Engineering

Chris Harris, PE
Senior Project Engineer

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2002
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: 4 years as a network administrator; 2 years as an apprenticed electrician, performing commercial and residential electrical wiring
- HMI/SCADA: Wonderware, ArchestrA, FIX32, IFIX
- Communications: LAN/WAN Windows 2000, Windows XP, Iwebserver, Ihistorian, InfoAgent, Radio (MAS, Spread Spectrum), Ethernet; ControlNet; DeviceNet
- PLC: Allen-Bradley, Modicon, Motorola
- Drives: Allen-Bradley
- Instrumentation: Flow, Level, Analytical
- Database: Microsoft Access, SQL Server
- Other: Networks
- Programming Language: Visual Basics, C++

Specialty Areas
- HMI Programming
- Custom Database Reports
- Database Management

Training/Certification/Memberships
- Licensed Professional Engineer (PE) in Electrical Engineering – Alabama
- Ihistorian certification
- Wonderware ArchestrA certification: Industrial Application Server 2.0 CSI
- Wonderware certification: InSQL 9.0, InTouch 9.0, I/O Servers 7.1 CSI, Industrial App Server 2.0, SCADAlarm 5.0 CSI
- Wonderware Certified Application Developer

Education
- BS Electrical & Computer Engineering, University of Alabama at Birmingham

TAB 5

RCS Financial Information
Insurance Certificate

REVERE CONTROL SYSTEMS, INC.
Balance Sheet
At June 30, 2014

Confidential for internal use only

Assets

Current Assets	
Cash in Bank	3,258
Contracts receivable	6,648,100
Income taxes receivable	177,271
Costs and estimated earnings in excess of billings on uncompleted contracts	4,930,751
Inventories	37,027
Prepaid expenses and other current assets	80,212
Deferred income taxes	145,997
Total Current Assets	12,022,616
Property and equipment, net	1,582,321
Other Assets	
Investments in Automation Alliance	30,021
Deposits	9,006
Goodwill (net of amortization)	167
Total Other assets	39,194
Total Assets	**$13,644,131**

REVERE CONTROL SYSTEMS, INC.
Balance Sheet
At June 30, 2015

Confidential for internal use only

Assets

Current Assets	
Cash in Bank	3,208
Contracts receivable	7,145,927
Income taxes receivable	1,065
Costs and estimated earnings in excess of billings on uncompleted contracts	4,841,255
Inventories	74,288
Prepaid expenses and other current assets	91,618
Deferred income taxes	220,714
Total Current Assets	12,378,075
Property and equipment, net	1,693,686
Other Assets	
Investments in Automation Alliance	15,887
Deposits	16,506
Total Other assets	32,393
Total Assets	**$14,104,154**

REVERE CONTROL SYSTEMS, INC.
Balance Sheet
At June 30, 2015

Confidential for internal use only

Liabilities and Stockholders' Equity

Current Liabilities.	
Line of credit	685,823
Accounts payable	1,851,676
Accrued expenses	905,267
Accrued and withheld taxes	91,519
Billings in excess of costs and estimated earnings on uncompleted contracts	2,600,046
Current portion of long-term debt	115,348
Total Current Liabilities	$6,249,679
Long-Term Liabilities	
Long-term debt- less current portion	268,643
Deferred income taxes	298,731
Total long-term liabilities	567,374
Total Liabilities	6,817,053
Stockholders' Equity	
Common stock	5,000
Additional paid-in capital	143,595
Retained earnings	8,967,034
	9,115,629
Less: Treasury stock	(1,828,528)
Total Stockholders Equity	7,287,101
Total Liabilities and Stockholders' Equity	**$14,104,154**

REVERE CONTROL SYSTEMS, INC.
Statement of Income and Expenses
For the Period 7/1/14 through 6/30/15

Confidential for internal use only

Contract Revenue	$30,659,458
Cost of Contract Revenue	23,482,494
Gross profit	7,176,964
Operating Expenses	7,561,876
Profit (Loss) from operations	(384,912)
Other Income (Expense)	
Interest expense	(41,772)
Interest income	2,729
Gain (loss) on sale of property and equipment	5,345
Other income (expenses)	(1,955)
	(35,653)
Income (loss) before income taxes	(420,565)
Income Tax Benefit (expense)	443,271
Net income (loss)	**$22,706**

Credit References

MAYER ELECTRIC SUPPLY CO., INC.
3405 4th Ave S
Birmingham, AL 35259
Contact: Sandra Otts
sotts@mayerelectric.com
Ph: 205-583-3573
Fax: 205-323-0875

KENDALL ELECTRIC
P.O. Box 30409
Knoxville, TN 37930
Contact: Shannon Deplanche
credit@kendallgroup.com
Ph.: 269-965-6897
Fax: 865-546-9919

MG AUTOMATION AND CONTROLS
2514 3rd Avenue South
Birmingham, AL 35233
Contact Lana Ganci
ganci@mgautocon.com
Ph.: 205-328-4525 / 800-865-6464
Fax: 205-322-4193

GENERAL MACHINERY
921 1st Ave N
Birmingham, AL 35203
Contact: Paul Crockard
paul.crockard@generalmachinery.com
Ph.: 205-251-9243
Fax: 205-252-9723

SERVISFIRST BANK
850 Shades Creek Parkway, Suite 200
Birmingham, AL 35209
Contact: Lee McKinnon
Ph.: 866-949-0858
Fax: 205-949-1171

Federal Tax ID No.: 63-0794615
Dunn & Bradstreet No.: 03-82-69577
Alabama Sales Tax No.: 3700-51588

COBBS ALLEN

August 11, 2015

Bob Adams
Revere Control Systems, Inc.
2240 Rocky Ridge Rd.
Birmingham, AL 35216

RE: Bond Capacity

Dear Bob,

Per your request, I am writing to confirm the bond capacity of your company, Revere Control Systems. Revere Control Systems is capable of bonding single projects up to $6 million and an aggregate of $20 million.

Your surety, The Hanover Insurance Company, is rated "A" by A.M. Best and has a financial size category of XIV. Hanover as provided surety bonds to Revere Control Systems for over ten years.

As you know, we highly recommend Revere Control Systems to any owner or general contractor considering the use of it's services.

As is usual, each individual bond request is considered at the time of the request and is subject to normal underwriting criteria.

Please let me know if I can be of any additional assistance.

Sincerely,

Joey Bole

Joey Bole, AFSB

115 Office Park Drive | Birmingham, AL 35223 (205) 414-8100 cobbsallen.com

REVER01 OP ID: TC1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/2014

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

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

PRODUCER
Cobbs Allen - Birmingham
115 Office Park Drive, Ste 200
Birmingham, AL 35223
Burgett Tonsmeire

Phone: 205-414-8100
Fax:

CONTACT NAME: Tracy Cooke
PHONE (A/C, No, Ext): 205-874-3620 FAX (A/C, No): 205-769-3650
E-MAIL ADDRESS: tcooke@cobbsallen.com

INSURED
Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham, AL 35216

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty	25658
INSURER B : Charter Oak Fire Ins Company	25615
INSURER C : Travelers P&C of America	19046
INSURER D : Lloyds of London	
INSURER E : Alabama Self-Insured WC Fund	055020
INSURER F : Midwest Employers Casualty Co.	23612

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	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			Y6306D652658TIL14	11/21/2014	11/21/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Y8106D652658COF14	11/21/2014	11/21/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSMCUP6D652658TIL14	11/21/2014	11/21/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1209 PKAL129001	01/01/2014 01/01/2014	01/01/2015 01/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Ded: $25,000			ANE130969914 RETRO DATE:VRS CLMS MD	11/21/2014	11/21/2015	Per Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

INFOPOR

Information Purposes Only

CANCELLATION

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

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The ACORD name and logo are registered marks of ACORD

Company: Travelers Property Casualty
Policy Number: Y6306D652658TIA14
11/21/14 to 11/21/15
Leased or Rented Equipment
$100,000 per item; $1,000 Ded

Other States Work Comp: Sentry Insurance Co, Policy # 90536460100141
Effective: 1/1/14-15 Limit: $1/1/1,000,000

The following forms form part of the policies of insurance represented by this certificate of insurance. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing.

General Liability:
Blanket Additional Insured(Contractors)Includes Products/Completed Opts CGD2 46 (08-05)
Primary & Non Contributory CG D4 25 (07-08)
Blanket Waiver of Subrogation CG D4 58 (10 08)
60 day notice of Cx IL T3 20
Policy Aggregate increased to 5,000,000

Automobile:
Blanket Additional Insured-Primary & Non Contributory CA T4 74 (02-12)
Blanket Waiver of Subrogation CA T3 53 (03-10)
Blanket Loss Payee CA T4 45 (04-09)

Work Comp-Alabama ASI:
Blanket Waiver of Subrogation

Work Comp-Other than Alabama-Sentry:
Waiver of Subrogation-Must be Endorsed by contract

Umbrella:
NOT Primary and Non-Contributory
Blanket Waiver of Subrogation, when waived prior to a loss
Additional Insured-Follows formjPage 6 of 13 2.f
Umbrella Coverage form UM 00 01 (11-03)

REVERE

January 12, 2016

City of Miramar, FL
2200 Civic Center Place
Miramar, FL 33025

Attn: Alicia Ayum

Ms. Ayum,

In response to our meeting last week, Revere Control Systems is offering the following responses:

Section 00200, page 15, paragraph 2.14, item "b", "Voluntary Reduction in Price"

We have carefully and thoroughly reviewed our bid with reference to the specifications and project constraints and was able to reduce our original bid by approximately $14,000.00. Our original bid price was $589.100.00 and with the voluntary reduction, our revised bid price is:

Total Bid Price: $ 574, 984.00

The above price in no way compromises the integrity, intent or requirements of the project specifications.

Section 00200, page 18, paragraph 2.20, "Owner Direct Purchases"

We have included, under a separate document, a list of the Allen Bradley Programmable Controller equipment we are proposing for this project that the City could purchase direct from the local Allen Bradley supplier along with our budget for said equipment. It is important to note however that if the City does decide to direct purchase this equipment, the warranty responsibilities for that equipment must reside with the purchaser.

Budget for Proposed PLC Equipment: $ 174,601.00

Thank you again for deeming Revere Control Systems as your most qualified and responsive bidder. We have worked very hard to attain that reputation with our customers. We look forward to working with you and your staff on this project and are very confident it will be successful for the City as well as Revere Control Systems.

Respectfully Submitted,

Revere Control Systems,

Jerry Zitterman

Jerry Zitterman

Attachment 3

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

IFB 16-003

West Water Treatment Plant SCADA Replacement (Rebid)

Company Name	IFB
Electrohydraulic Machinery	$ 617,100.00
CC Control Corp.	$ 489,400.00
Revere Control	$ 589,100.00

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

Alicia Ayum

Opened by:

CITY OF MIRAMAR

INVITATION FOR BIDS No. 16-003

WEST WATER TREATMENT PLANT SCADA REPLACEMENT Re-bid)

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

The City of Miramar City Commission:

Wayne M. Messam	Mayor
Darline B. Riggs	Vice Mayor
Winston F. Barnes	Commissioner
Maxwell B. Chambers	Commissioner
Yvette Colbourne	Commissioner
Kathleen Woods-Richardson	City Manager

The City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: November 2, 2015
DATE OPENS: December 1, 2015 at 2:00 P.M.

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DIVISION/SECTION TITLE		PAGE NO.
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	Agreement Certificate	00300-24 to 00300-26
	Performance Bond	00300-27 to 00300-29
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	Certificate of Contractor for Payment	00300-36 to 00300-36
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	Certificate of Substantial Completion	00300-38 to 00300-40
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END OF SECTION

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01010	Summary of Work	01010-1 to 01010-4
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01560	Temporary Environmental Controls	01560-1 to 01560-2
01600	Materials and Equipment	01600-1 to 01600-3
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END OF SECTION

DIVISION 02 – NOT USED

DIVISION 03 – NOT USED

DIVISION 04 – NOT USED

DIVISION 05 – NOT USED

DIVISION 06 – NOT USED

DIVISION 07 – NOT USED

DIVISION 08 – NOT USED

DIVISION 09 – NOT USED

DIVISION 10 – NOT USED

DIVISION 11 – NOT USED

DIVISION 12 – NOT USED

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DIVISION 17 – INSTRUMENTATION AND CONTROL

17100	Process Control and Instrumentation Systems	17100-1 to 17100-12
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Appendix "A" – AB PLC5 Ladder Logic PLC Programs (Volume 1-4)
Appendix "B" – AB PLC5 PLC Systems

END OF SECTION

SECTION 00015 – LIST OF DRAWINGS – NOT USED

END OF SECTION

PUBLIC NOTICE

CITY OF MIRAMAR
INVITATION FOR BIDS NO: 16-003

WEST WATER TREATMENT PLANT SCADA REPLACEMENT (Re-Bid)

RECEIPT OF BIDS: Sealed Bids will be received at the Office of the City Clerk of the City of Miramar, located at 2300 Civic Center Place, Miramar, Florida 33025, until 2:00 P.M. on December 1, 2015.

OPENING OF BIDS: Immediately after the Due Date and Time for receipt of Bids, the sealed Bids will be publicly opened and read.

DESCRIPTION OF WORK: The Work includes but is not limited to the Contractor furnishing all labor, Materials, machinery, tools, equipment, Services and incidentals for the Project as specified in the Contract Documents, including:

The upgrade of the existing Supervisory Control And Data Acquisition ("SCADA") System with new Allen Bradley ("AB") Controllogix PLC platform at West Water Treatment Plant ("West WTP") for the City of Miramar, as detailed in the Specifications and Contract Documents

SITE OF WORK: West WTP is located at 4100 South Flamingo Road, Miramar, Florida 33027.

PRE-BID CONFERENCE: The City will hold a non-mandatory pre-bid conference in the Utilities Department Conference Room, located at 13900 Pembroke Road, Building "L" 1st Floor, Miramar, Florida 33027 on Thursday November 12, 2015 at 10:00 A.M. A site visit will be scheduled immediately following the pre-bid conference.

COMPLETION OF WORK: The Work shall be substantially completed within 180 calendar days after the issuance of a Notice to Proceed ("NTP") and completed for full acceptance within 270 calendar days after issuance of the NTP.

SOLICITATION DOCUMENTS: The Contract Documents are entitled "**West Water Treatment Plant SCADA Replacement (Re-Bid)**", **IFB No. 16-003**. The Contract Documents may be obtained at the City of Miramar's Procurement Department, 2200 Civic Center Place – 2nd floor, Miramar, Florida 33025 – Attention: Alicia Ayum, aayum@miramarfl.gov. or at no charge from DemandStar.com.

BID SECURITY: 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	November 2, 2015
Pre-bid conference held at the Utilities Department, 13900 Pembroke Road, Miramar, Florida	November 12, 2015 at 10:00 A.M.
Deadline for written questions	November 17, 2015 at 4:00 P.M.
Due Date and Time for Bids	December 1, 2015 at 2:00 P.M.

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

CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all Bids, to waive any 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.

INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL <u>INVITATION FOR BIDS</u>

1. All Bids must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing. The original document package must not be bound, but the document package copies should be individually bound.

2. Bidders must submit one unbound, one-sided original, two two-sided bound copies (for a total of three copies) **and one CD or USB containing an electronic version** of the complete Bid to the City of Miramar ("City") by the Bid Due Date and Time.

3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.

4. The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.

5. The original and all copies of the Bid must be packaged in an envelope and submitted to the City at the following address:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

6. Bidders must include the following information clearly marked on the face of the envelope:

   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.

7. Hand-carried Bids may be delivered during the City's regular business hours, Mondays through Thursdays, excluding holidays observed by the City, but not beyond the Due Date and Time.

8. Bids submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.

9. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.

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 ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY 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.

END OF SECTION

SECTION 00200 - GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

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

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

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

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

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

The term “Bonds” shall mean the Bid, Performance, and Payment bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform.

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

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.

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 “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, Special Conditions (if any), Technical Specifications, Drawings, and all Addenda and Change Orders.

The term “Contract” shall mean the Agreement inclusive of all documents which may be awarded as a result of this Invitation for Bids.

The term “Contract Price” shall mean the original amount established in the Bid submittal and award by the City, as may be amended by Change Order.

The term “Contract Time” shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term “Contractor” shall mean the Successful Bidder with whom the City has entered into the Contract.

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

The term “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, or deficient; or that does not conform to the requirements of the Contract Documents; or that 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” shall mean the drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and Scope of the Work and which have been prepared by the City or City’s Consultant and are referred to in the Contract Documents. Shop Drawings are not drawings.

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

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 term “Engineer” shall mean the City’s engineer or Architect.

The term “Field Order” shall mean a written order that orders minor changes in the Work, but that 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 has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term “Force Majeure” shall mean an act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, blockage or insurrection, riot, civil disturbance, or act of terrorism.

The term “General Requirements” shall mean Division 1 of the Technical Specifications.

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 all 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 conditions precedent therein within the time specified, the City may enter into a Contract.

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 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 Work is sufficiently complete, in accordance with the Contract Documents, so that the Work is available for beneficial occupancy and can be utilized for the purposes for which it is intended. Specifically, in order to achieve Substantial Completion, Contractor must achieve the following minimum requirements:

a) Elements, such as site cleanup, restoration (including without limitation removal of all construction trailers, coverings, protections, excess Materials, rock, sand, paving, debris, supplies, equipment, scaffolding, and temporary structures), paving, parking, landscaping, exterior building finishes, the interior spaces and finishes of the Work, and all mechanical, electrical, plumbing and technical systems, as well any fire and life safety systems, and the entire parking areas, are fully operational and are ready for use or occupancy;

b) The Work is ready for occupancy, completed in accordance with all plans, Specifications and manufacturer’s requirements and all persons or entities having jurisdiction over the Project that have issued the appropriate permits and authorizations for the construction of the Project have issued final inspections and approvals and certificates of completion and / or occupancy; and

c) A Certificate of Substantial Completion issued by the Engineer and signed by the City, if applicable to the Project, must be issued for Substantial Completion to be achieved; the issuance of a Temporary Certificate of Occupancy or Completion, or a Certificate of Substantial Completion issued by the Engineer and signed by the City, are not determinative of the achievement or date of Substantial Completion.

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 Bond and Payment Bond with and for the Successful Bidder who is primarily liable and which surety company or individual is responsible for the Successful Bidder’s satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

The term “Underground Utilities” shall mean all pipelines, conduits, ducts, cables, wires,

manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Contractor to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for 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 of Miramar 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 BID

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

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

2.03 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**." From the time of advertising and 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 regarding matters not concerning this Solicitation.

Any questions, explanations, or other requests by any Bidder regarding this Solicitation must be requested in writing from 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, telephone number and fax number for the Procurement Department is:

2300 Civic Center Place
Miramar, FL 33025
Office: (954) 602-3121
Fax: (954) 602-3490
Email: aayum@miramarfl.gov

2.04 CONTENTS OF BID

a) General Conditions.

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.

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 be deemed to have), 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 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 of construction 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 Due Date and Time 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. It is the Bidder's further responsibility to verify with the Procurement Department, 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 are applicable, the order of precedence shall be as follows:

1. Change Orders;
2. Contract;
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 <u>PREPARATION AND SUBMISSION OF BID</u>

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 that 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 shall **not** be considered.

6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.

7) The silence of the Specifications regarding any details or the omission from the 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 the 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 Subsection 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 Bid on the form entitled "**PUBLIC ENTITY CRIMES**."

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

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

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

3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

f) Drug-free Workplace Preference.

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

g) Anti-Kickback Affidavit.

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

h) 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.

i) 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.

j) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

k) 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**."

l) 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**."

m) 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**."

n) 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**."

o) 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

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 by calling the Procurement Department at (954) 602-3052.

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

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 to be in the best interest of the City.

b) Elimination from Consideration.

No Contract shall be awarded to any person who or any firm that 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 which 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, equipment and organization to ensure that they can satisfactorily perform 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 A CONTRACT

a) Contract.

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 a Contract in accordance with this Solicitation and the Bid. This Solicitation contains the Contract, entitled "**CONTRACT**". After award, a Contract similar to the Contract 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 Contract 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 Contract.

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 a Contract may be preconditioned on the submission of other 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 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 contractors 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 Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

2.15 RIGHT OF APPEAL

a) After a Notice of Intent to Award the Contract is posted by the City at the City Clerk's Notice Board and on the City's website, www.ci.miramar.fl.us/cityclerk/sunshine, any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within seven Days after posting 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 Bids. Failure

to comply with this requirement shall render the Bid "Non-Responsive."

2.18 CONTRACTOR MINIMUM QUALIFICATIONS

a.) 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 fully qualified and licensed to perform the Scope of Work described herein.

2. The Successful Bidder shall be an established State of Florida Electrical Contractor or general contracting firm in the State of Florida and engaged in general contracting or Electrical contracting for a minimum of five consecutive years.

3. The Successful Bidder shall submit two projects comparable in size and complexity to Miramar within the last five years that will qualify the Bidder to perform the Services requested in this Solicitation.

2.19 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".

2.20 DIRECT OWNER PURCHASES

The Successful Bidder shall pay all sales, consumer, use and other similar taxes for its Services, including the Work or portions of each which are legally required at any time during the Successful Bidder's performance of Work or Services. The parties acknowledge and agree that the Successful Bidder shall implement, at the request of the City, a "Direct Owner's Purchase Program" in order to utilize the City's sales tax exemption for the purchase of Materials and supplies for the Project. The parties agree that the monies saved thereunder shall not (a) decrease the Payment and Performance Bond amounts and responsibilities; (b) result in any changes to the Substantial Completion Date; and/or (c) result in any liability to the City. Any savings resulting from the use of the Direct Owner's Purchase Program shall inure solely to the City. Sales tax savings related to any Materials purchased and paid for under the Direct Owner's Purchase Program shall be deducted via a Change Order from the Contract Price. Without limiting the foregoing, Bidder agrees to indemnify and hold the City harmless from any liability, claims, costs, damages, fines, fees and costs (at both trial and appellate levels) caused, resulting or arising from, or related to the "Direct Owner's Purchase Program". Purchases made by Successful Bidder or City using the Direct Owner's Purchase Program may not require additional City Commission authorization.

END OF SECTION

SECTION 00300 - BID FORMS

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 as part of this City of Miramar Bid No. 16-___ to perform the Work as specified or indicated in the Solicitation entitled: "**City of Miramar West Water Treatment Plant SCADA Replacement (Re-Bid).**"

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.

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

BIDDER:

_____

(Company Name)

_____

(Signature)

_____

(Printed Name and Title)

END OF DOCUMENT

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

CITY OF MIRAMAR – WEST WATER TREATMENT PLANT SCADA REPLACEMENT (Re-bid)

IFB NO. 16-003

BID SHEET

Item No.	Estimated Quality	Description	Total
1.	Lump Sum	SCADA System Replacement: The construction includes: 1). Furnish and install PLCs and all associated hardware, cables and modules. 2). Programming of PLCs and HMI. SCADA replacement as specified in the Contract Documents for the lump sum price of:	
		_____Dollars and	$
		_____Cents	
2.	Lump Sum	Consideration for Indemnification in accordance with the Agreement, the lump sum price of:	
		One Hundred_____Dollars and	$ 100.00
		No_____Cents	
TOTAL BID PRICE FOR ITEMS 1 THROUGH 2:			$

Written: _____

_____

_____

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

Bidder acknowledges that included in the various items of the Bid or Proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, F.S. 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.

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.

Work to be Performed	Subcontract or License Number	Percent of Total Contract	Subcontractor's Name and Address
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 the Technical Specifications, 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. _____
_____	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

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 four projects completed as of recent dates involving work of similar type and complexity (use separate sheet if required):

Project	Contract Price	Name, address and telephone number of Owner
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, 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:_____

<u>IMPORTANT:</u> 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 amount Bid 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 submitted _____

   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:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. 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 bid 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 that 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 WEST WATER TREATMENT PLANT SCADA REPLACEMENT (Re-Bid)**

Project Number: **City Bid No. 16-003**

Project Location: 4100 South Flamingo Road, Miramar, Florida 33027

Instructions:

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

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

CERTIFICATION

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

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

_____ Dollars $_____
(Written) (Figures)

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

_____ By: _____
Witness

_____ _____
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 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied 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 race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: _____ 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.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION / SITE ENGINEERING SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

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

  Business is claiming the CBE/SBE Preference_____
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming the Miramar Local Business Preference_____
  Please attach a copy of a current Miramar Business Tax Receipt to this form.

- ❑ Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.

- ❑ Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

END OF DOCUMENT

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ 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)

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)

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

PERFORMANCE BOND (Required for this Project)

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/Contract No.: ___, awarded the _____day of _____, 20___, with City for _____ _____, 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.

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.

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:

PAYMENT BOND (Required for this Project)

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 Bid No:_____16-003_____, awarded the _____day of , 20_____, for construction of _____, 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 makes payments to all claimants as defined by Section 255.05(1), Florida Statutes, 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 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)

_____
Signature

(CORPORATE SEAL)

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:

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 _____)
) ss:
COUNTY OF _____)

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)**

CHANGE ORDER NO.: _____

Resolution No. _____ Contract No.: _____ Project No.: _____

Project Title: _____

Contractor: _____

Cost: _____ Estimated: Yes ☐ No ☐

Budget Number: _____

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

_____

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

Notes: _____

Attachments: (List)

_____

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

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

Calendar Days Calendar Days

These changes are authorized by the following signatures:

Suggested By: _____

	Title	Date
Recommended By:		
	Hong Guo Director of Utilities	Date
Recommended By:		
	Project Manager	Date
Accepted By:		
	Contractor Name	
	Title	Date
Approved By:		
	Randy Cross Director of Procurement Department	Date
Approved By:		
	Michael Moore Assistant City Manager - Operations	Date
Approved By:		
	Kathleen Woods-Richardson City Manager	Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

City's Project No.: _____ Engineer's Project No.: _____

THE CITY OF MIRAMAR

CITY OF MIRAMAR WEST WATER TREATMENT PLANT SCADA REPLACEMENT (Re-Bid)

CONTRACTOR _____

Contract Date _____

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

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

City

And To: _____

Contractor

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

_____

Date of Substantial Completion

NOTES:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by Contractor within 15 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 of Miramar 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:

WARRANTY OF TITLE
(For Periodic Progress
Payments)

STATE OF _____)
) ss:
COUNTY OF_____)

City of Miramar
West Water Treatment Plant SCADA Replacement (Re-Bid)

CITY BID NO. 16-003

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") for certain property, as shown and described in the Contract Documents, subsequent Addendums or Change Orders, and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completely in accordance with the Plans and Specifications therefore, 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 of 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

INSURANCE REQUIREMENTS

Bidder agrees 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 save the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

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, $2,000,000 general aggregate; property damage $500,000 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 $2,000,000.

2. Automobile Liability: $1,000,000 combined single limit per accident.

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 insurance endorsements:

1. AUTOMOBILE - The City must be included as an additional insured by policy endorsement under the Automotive Coverage policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.

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

3. WAIVERS OF SUBROGATION - Bidder agrees to waive all rights of subrogation against the City by policy endorsement 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 further agrees 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.

This 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 such 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.

AGREEMENT

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

AGREEMENT FOR CONSTRUCTION OF WEST WATER TREATMENT PLANT SCADA REPLACEMENT (Re-Bid)

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City") and _____ (the "Contractor"), a Florida corporation whose address is _____.

WITNESSETH:

WHEREAS, the City intends to contract for Construction Services for the West Water Treatment Plant SCADA Replacement (Re-Bid) (the "Work", "Project" or "Services") and desires to engage the Services of Contractor; and

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

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 Invitation for Bids No. 16-003 (the "IFB"), which is deemed fully incorporated herein for all purposes, and shall have the meanings indicated in the IFB or in the General Terms and Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: "**City of Miramar West Water Treatment Plant SCADA Replacement (Re-Bid)**". The Scope of Work includes but is not limited to the upgrade of the existing Supervisory Control And Data Acquisition ("SCADA") System with new Allen Bradley ("AB") Controllogix PLC platform at West Water Treatment Plant (West WTP) for the City of Miramar as detailed on the Specifications and Contract Documents.

ARTICLE 3
CONTRACT TIME

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

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

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

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

a) has all licenses and certifications required by applicable Law to perform the

Contractor's Services and the Work;

b) is experienced in all aspects of the Work required for projects similar to the Project;

c) will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

d) that no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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 for 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 $200.00 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and $100.00 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 _____$(_____) 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 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

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

1. 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;

2. 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;
3. 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;
4. 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;
5. 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;
6. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed by the Contractor.

B. 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.

C. 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.

D. The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of one hundred dollars ($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.

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:

1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
2. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
3. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
4. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
5. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
6. 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. 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
CONTRACT DOCUMENTS

11.1 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 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.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order 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 12
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 13
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply will 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 14
AUDIT AND INSPECTION RIGHTS

14.1 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.

14.2 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.

14.3 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 15
AWARD OF AGREEMENT

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 16
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

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 City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven Days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. 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.

ARTICLE 17
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 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.

17.2 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.

17.3 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 18
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 19
INSURANCE

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
  $1,000,000 each occurrence, $2,000,000 general aggregate;
- Products and Complete Operations Aggregate, $2,000,000;
- Personal Injury and Advertising Injury, $1,000,000;
- Bodily Injury, $1,000,000 each person, $1,000,000 each occurrence;
- Property Damage, $500,000 each occurrence or combined single limit of $1,000,000 each occurrence;
- Automobile Liability, $1,000,000 combined single limit per accident;

- Workers Compensation and Employers Liability, $1,000,000 each accident, $1,000,000 each employee for injury by disease, $1,000,000 aggregate for injury by disease.

The City shall be named as additional insured on the general liability certificates and endorsements with waiver of subrogation in its favor. 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.

ARTICLE 20
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. 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 21
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 22
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as

a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 23
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 24
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 25
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 26
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 27
NOTICES

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

TO CONTRACTOR:

ATTN: _____

-
-
-
Telephone: _____
Fax: _____

TO THE CITY OF MIRAMAR:

ATTN: Kathleen Woods Richardson, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Douglas R. Gonzales, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 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.

28.2 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 29
LIMITATION OF LIABILITY

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.

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.

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 30
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 31
THIRD PARTY BENEFICIARY

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

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one year warranty

period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 33
DISPUTE RESOLUTION

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

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

ARTICLE 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
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
Kathleen Woods-Richardson

This ____day of_____, 2015.

ATTEST:

CONTRACTOR:

By:_____

_____

Date:_____

_____
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
Weiss Serota Helfman
Cole & Bierman, P.L.

SECTION 00400 - GENERAL CONDITIONS

Article 1.0 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

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, the 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 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 Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation, clarification, or correction from the 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 is as follows:

Change Orders;
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 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 (pursuant to Article 10 hereof).

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 Engineer prior to said use. Neither the City nor the 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 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 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 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 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 Engineer by the owners of such Underground Utilities or by others. Unless it is expressly provided in Article 9 of the General Requirements, the City and the 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 and 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 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 Engineer and thereafter confirm any oral notice in writing. The City will promptly consult with the Engineer concerning such condition and determine the necessity of retaining special consultants 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 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 % 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 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	$1,000,000.00 $2,000,000.00	Each Occurrence General Aggregate
	a. Products / Completed Operations	$2,000,000.00	Each occurrence
	b. Personal Injury	$1,000,000.00	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 $1,000,000.00	Each Person Each Occurrence
2.	Property Damage: or combined single limit of	$500,000.00 $1,000,000.00	Each Occurrence 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 complies accurately 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 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 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 Engineer. Holidays for the City of Miramar are as follows:

1. New Year's Eve Day – ½ Day (afternoon)
2. New Year's Day
3. Martin Luther King's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Eve Day – ½ 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 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 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 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 Engineer, or any of the 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 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 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 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 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 Contractor, at Contractor's expense, shall obtain all permits and licenses necessary to complete the Work, including all insurance and Bonds required by City and any agencies. The City shall pay at cost and directly all governmental permit charges necessary for the prosecution of the Work which are applicable at the time of opening of Bids. The City shall pay at cost all charges of utility owners for connections to the Work. If the 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(s). 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 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 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.

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 Engineer. The Contractor shall indemnify, defend, and hold harmless the City, the 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 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 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 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

A. The Contractor shall submit Shop Drawings and samples in accordance with the provision for "Submittals" in the General Requirements and as required by the Technical Specifications. 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 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 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. Engineer shall review and approve Shop Drawings within 15 calendar Days from the date received, unless said Drawings are rejected by Engineer for material reasons. 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 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 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 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 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 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 Engineer and the others whos 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 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 Engineer will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the 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 Engineer by written notice to Contractor.

9.2 VISITS TO SITE

The 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 Engineer will not supervise, direct, or have control over the Contractor's Work.

9.3 PROJECT REPRESENTATION

The 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 Engineer.

9.4 CLARIFICATIONS AND INTERPRETATIONS

The 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 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 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 and will require the Contractor to perform the Work involved promptly. If the Contractor believes that a Field Order 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 Engineer has authority to reject Work which the 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 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 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 Engineer will be the initial interpreter of the requirements of the Contract Documents; disputes regarding additional or decreased Work and Change Orders; claims relating to the acceptability of the Work, interpretation of the requirements of the Contract Documents, Contract Time and Contract Price. The Engineer will also be the arbiter of all claims by the Contractor, subject to the provisions below. Claims will be referred initially to the Engineer in writing with a request for formal decision, which the 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 Engineer. Written notice of each such claim, dispute, and other matter will be delivered by the Contractor to the Engineer no later than five Days after commencement of the event giving rise thereto. The 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 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 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 Engineer's proposed decision on any claim when submitted to the City for review, the Engineer shall withhold its written decision and shall confer with the City until a mutually agreeable decision is made between City and Engineer appropriate to submit to Contractor.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. The 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 Engineer has no duty or authority to supervise or direct the performance of the Work.

C. The 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 Engineer is not responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

D. The 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. 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. The 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

A. Changes in the quantity or character of the Work within the scope of the Project that 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.

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 Engineer as set forth herein. During the pendency of the dispute, and upon receipt of a Change Order approved by City, Contractor shall promptly proceed with the change in the Work involved and advise the 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 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 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 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 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, Materials and equipment.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 GENERAL

A. In no event shall Contractor be entitled to any delay damages from City or 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 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 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 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 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 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 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 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 Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the 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 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 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 Engineer, it must, if requested by the 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 Engineer shall review the progress schedule of Shop Drawings, submittals and the schedule of values prepared by the Contractor.

G. The Engineer shall attend pre-construction conferences, arrange progress meetings and conferences, attend meetings and the Contractor shall maintain and circulate copies of minutes.

H. The Engineer shall assist the Contractor in understanding the intent of the Contract Documents.

I. The Engineer shall receive and record date of receipt of all submittals furnished by the Contractor.

J. The 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 Engineer shall review applications for payment with the Contractor for compliance with the established procedure for their submittal.

L. The 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. <u>The Engineer shall not</u> :

1. Authorize any deviation from the Contract Documents or approve

any substitute Material or equipment.

2. Exceed limitations on the 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 Engineer, the Contractor shall promptly either correct all Defective Work whether or not fabricated, installed, or completed, or, if the Work has been rejected by the 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 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 Engineer.

14.2 UNIT PRICE BID SCHEDULE

Progress payments on account of unit price Work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by Law, on the 25th Day of each month, or other agreed upon date, the Contractor shall submit to the 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 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 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 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 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 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 Engineer in writing that the Work is Substantially Complete and request that the Engineer prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the City, the Contractor and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work Substantially Complete, the Engineer will notify the Contractor in writing, giving the reasons therefore. If the Engineer considers the Work Substantially Complete, the Engineer will prepare and deliver to the City for execution the Certificate of Substantial Completion/Notice of Completion signed by the 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 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 Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within 14 Days after receipt of the final Application for Payment, indicate in writing the 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 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 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 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 mechanical/electrical equipment, instrumentation, 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 City or Engineer. Any equipment or Material not worth of 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 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

SECTION 01010 - SUMMARY OF WORK

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Work to be performed under this Contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.

B. Wherever the Contract Documents address a third party, i.e., subcontractor, manufacturer, etc., it is to be considered as the CONTRACTOR through the third party.

C. Wherever a reference to number of days is noted, it shall be construed to mean calendar days.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contractor shall replace the existing Supervisory Control And Data Acquisition (SCADA) System with new Allen Bradley (AB) Controllogix PLC platform at West Water Treatment Plant (West WTP) including, but not limited to, furnishing and installing all software, hardware, incidental and all appurtenance, ready for operation as detailed on the Specifications and Contract Documents. The West WTP is located at 4100 South Flamingo Road, Miramar, FL 33027.

B. The work shall be as described in Specification Section 17100.

1.03 WORK BY OTHERS

A. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, and required to perform their respective contracts.

B. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the CITY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the CITY to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the Work or the use or territory shall be made the basis of any claim of delay or damage.

1.04 SEQUENCE OF CONSTRUCTION

A. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of the facility. At no times shall the CONTRACTOR takes any action which would result unexpected disruption to the operation of the facility.

1.05 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

B. Disposal of Debris: All debris, materials, and miscellaneous waste products from the Work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The CONTRACTOR is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.06 OWNER USE OF THE PROJECT SITE

A. The facilities shall be maintained in operation during the entire period of construction. The CONTRACTOR shall cooperate with the CITY to minimize interference with the plant operations.

1.07 PARTIAL UTILIZATION OF THE WORK BY OWNER

A. The CONTRACTOR is hereby advised that the CITY may accept the responsibility for the maintenance and operation of specific portions of the project if it chooses to utilize them prior to completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project.

1.08 PROJECT MEETINGS

A. Preconstruction Conference: Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR, its superintendent, and its subcontractors as appropriate. Other attendees will be:

1. Representatives of the CITY.

2. Others as requested by CONTRACTOR or CITY.

B. Unless previously submitted to the CITY, the CONTRACTOR shall bring to the conference one copy each of the following:

1. Preliminary schedule.

2. Preliminary procurement schedule of major materials and items requiring long lead time.

3. Preliminary Shop Drawing submittal schedule.

4. Schedule of Payment Items (lump sum price breakdown) for progress payment purposes.

C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

1. CONTRACTOR's tentative schedules.

2. Transmittal, review, and distribution of CONTRACTOR's submittals.

3. Processing applications for payment.

4. Maintaining record documents.

5. Critical work sequencing.

6. Field decisions and Change Orders.

7. Use of project site, office and storage areas, security, housekeeping, the CITY's needs.

8. Major equipment deliveries and priorities.

D. The CONTRACTOR will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

E. Progress Meetings: The CITY will schedule and hold regular on-site progress meetings at least weekly. Progress meetings can be held together with the coordination meetings as specified in section 17100. The CITY, CONTRACTOR and all subcontractors active on the site shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.

F. The CONTRACTOR will preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

G. The CONTRACTOR shall attend meetings held to coordinate work between other contracts that may be on-going on the project site. The General Superintendent, Job Superintendent, and/or other key representatives of each prime Contractor shall attend these meetings, at the CITY's request.

1.09 PERMITS (NOT USED)

1.10 FIELD ENGINEERING (NOT USED)

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.

B. The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

1.02 PAYMENT ITEMS

A. The CONTRACTOR shall submit a Schedule of Payment Values for review with the return of the executed Agreement to the CITY. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period.

B. The schedule shall be given in sufficient detail for proper identification of Work accomplished. The Schedule of Payment Values shall complement the items of work detailed in the construction progress schedule and the construction network analysis in order to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the CONTRACTOR's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.

C. If the CONTRACTOR anticipates the need for payment for materials stored on the project site or off-site in bonded warehouse, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Values. Similar procedures shall be employed for undelivered specifically manufactured equipment and materials as specified herein.

1.03 INDEMNIFICATION

A. In recognition of CONTRACTOR's indemnification obligations under Article 9 -

"INDEMNIFICATION", of Section 00300 – Agreement, the OWNER will pay to the CONTRACTOR the specific consideration of one hundred dollars ($100.00). Payment of said specific consideration shall be made at the time of the payment of the first progress estimate and the CONTRACTOR shall acknowledge payment of this consideration by letter to the OWNER after receipt of the progress payment.

1.04 PERMIT FEES (NOT USED)

- END OF SECTION -

SECTION 01070 - ABBREVIATIONS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.02 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BCDNRP	Broward County Department of National Resource Protection
BCPHU	Broward County Public Health Unit
BHMA	Builders Hardware Manufacturer's Association

CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturer's Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SFBC	South Florida Building Code
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01090 - REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

C. Specialists, Assignments: In certain instances, Specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes.

B. References herein to "Building Code" shall mean the South Florida Building Code (SFBC) Broward Edition. The latest edition of the code as approved and used by the local agency as of the date of the Notice to Proceed, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the CITY for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall follow the most stringent requirements.

D. Applicable Standard Specifications: The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.

G. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

H. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.03 STANDARDS AND ASSOCIATIONS

AA	Aluminum Association
AAA	American Arbitration Association
AASHO	The American Association of State Highway Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standard Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CDA	Copper Development Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Association
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation Standards Specifications for Road and Bridge Construction
FS	Federal Standards
IFI	Industrial Fasteners Institute
MHI	Materials Handling Institute
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NPC	National Plumbing Code
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PS	United States Products Standards
SFWMD	South Florida Water Management District
SSPC	Structural Steel Painting Council
UL	Underwriter's Laboratories, Inc.

USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

1.04 ABBREVIATIONS

CFS	Cubic Feet Per Second
CMOOS	City of Miramar Office of Operational Services
FPS	Feet Per Second
GPM	Gallons Per Minute
HP	Horsepower
HRS	Department of Health and Rehabilitative Services
ID	Inside Diameter
IPS	Iron Pipe Size
MGD	Million Gallons Per Day
OD	Outside Diameter
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds Per Square Inch Gauge
RPM	Revolutions Per Minute
TDH	Total Dynamic Head
TH	Total Head

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

-END OF SECTION-

SECTION 01300 - SUBMITTALS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. This section specifies the means of all submittals. All submittals, whether their final destination is to the CITY, or other representatives of the CITY, shall be submitted from the CONTRACTOR. A general summary of the types of submittals and the number of copies required is as follows:

Copies to CITY	Type of Submittal
2	Progress Schedule
2	Construction Schedule
2	Schedule of Payment Items
2	Progress Estimates
3	Shop Drawings
3	Certificates of Compliance
2	Warranties

1.02 SUBMITTAL PROCEDURES

A. Transmit each submittal with a form acceptable to the CITY, clearly identifying the project CONTRACTOR, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.

C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 CONSTRUCTION PROGRESS SCHEDULE

A. The CONTRACTOR shall submit the name of the individual on the CONTRACTOR's staff who will be responsible for the construction progress schedule, and associated reports and for providing the required updating information of same. The CONTRACTOR shall submit its proposed progress schedule to the CITY for review and comment within ten day of the Notice to Award.

B. Each computer-generated construction progress schedule, and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float, and Late Start Date. Each schedule, and report shall include the following minimum items.

1. Activity Numbers

2. Estimated Duration

3. Activity Description

4. Early Start Date (Calendar Dated)

5. Early Finish Date (Calendar Dated)

6. Latest Allowable Start Date (Calendar Dated)

7. Latest Allowable Finish Date (Calendar Dated)

8. Status (whether critical)

9. Estimated Cost of The Activity

10. Total Float and Free Float

C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:

1. Contract Name and Number

2. CONTRACTOR's Name

3. Contract Duration and Float

4. Contract Schedule

5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed)

D. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm.

E. If the CONTRACTOR desires to make changes in its method of operating which affect the construction progress schedule and related items, it shall notify the CITY in writing stating what changes are proposed and the reason for the change. If the CITY accepts these changes, in writing, the CONTRACTOR shall revise and submit, without additional cost to the CITY, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the

CONTRACTOR only after prior acceptance, in writing by the CITY. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.

F. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the CITY by the CONTRACTOR.

G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the CITY.

H. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the CITY, the CONTRACTOR shall take some or all of the following actions at no additional cost to the CITY. They shall submit to the CITY for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.

2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.

3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.

I. If when so requested by the CITY, the CONTRACTOR should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the CITY, the CITY may direct the CONTRACTOR to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the CONTRACTOR in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the CONTRACTOR shall promptly provide such level of effort at no additional cost to the CITY.

J. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the CONTRACTOR shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.

K. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.

L. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the CITY finds that the CONTRACTOR is entitled to any extension of the contract completion date, the CITY's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be

included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.

M. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the CITY in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the CITY will direct the CONTRACTOR to reschedule the Work or contract completion time to reflect the changed conditions, and the CONTRACTOR shall revise the construction progress schedule and related items accordingly, at no additional cost to the CITY.

N. Available float time may be used by the CITY.

O. The CITY controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates, the CITY may initiate changes that absorb float time only. CITY initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. CONTRACTOR initiated changes that encroach on the float time may be accomplished only with the CITY's concurrence. Such changes, however, shall give way to CITY initiated changes competing for the same float time.

P. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to shown anything jointly agreed upon, it shall not be deemed to have been accepted by the CITY. Failure to include on a schedule any element of Work required for the performance of this Contract shall not excuse the CONTRACTOR from completing all Work required within any applicable completion date, not withstanding the review of the schedule by the CITY.

Q. Review and acceptance of the construction progress schedule, and related reports, by the CITY is advisory only and shall not relieve the CONTRACTOR of the responsibility for accomplishing the Work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the CITY an insurer of the CONTRACTOR's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.

R. The CONTRACTOR shall present and discuss the proposed schedule at the preconstruction conference.

S. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related Work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the contract time. The project critical path shall be clearly identified.

T. The progress schedule shall be plotted on 11-inch by 17-inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Two up to date copies of the schedule shall be

submitted along with the application for monthly progress payments for the same period.

U. The construction progress schedule shall be developed and maintained using Primavera and Primavision software as manufactured by Primavera Systems, Inc., or equal.

1.04 SCHEDULE OF PAYMENT ITEMS

A. The CONTRACTOR shall submit a Schedule of Payment Items for review within two weeks after receiving the Notice To Proceed. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period.

B. The schedule shall be given in sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs including the CONTRACTOR's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.

C. If the CONTRACTOR anticipates the need for payment for materials stored on the project site, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Items.

1.05 SHOP DRAWINGS

A. The CONTRACTOR shall submit for review shop drawings for concrete reinforcement, structural details, piping layout and appurtenances, wiring, color selection charts, CONTRACTOR Furnished Equipment, materials and equipment fabricated especially for this Contract, and materials and equipment for which such Drawings are specified or specifically requested by the CITY.

B. Shop drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Drawings.

C. When so specified, or if considered by the CITY to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.

D. The CONTRACTOR shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The CITY will review the shop drawings within 21 calendar days of receipt of such Drawings. Reviewed shop drawings will be returned to the CONTRACTOR by regular mail, posted no later than 21 days after receipt.

E. Time delays caused by rejection of submittals are not cause for extra charges to the CITY or time extensions.

F. Requirements: All shop drawings shall be submitted to the CITY through the CONTRACTOR. The CONTRACTOR is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All shop drawings shall be

prepared on standard size, 11-inch by 17-inch sheets. All Drawings shall be clearly marked with the name of the project, CITY, CONTRACTOR, and building, equipment, or structure to which the drawing applies. Drawings shall be suitably numbered and stamped by the CONTRACTOR. Each shipment of Drawings shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

G. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

H. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.

I. Warranties: When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty. Actual warranties shall be originals and notarized.

J. Work Prior to Review: No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED". All materials and Work involved in the construction shall be as represented by said Drawings.

K. The CONTRACTOR shall not proceed with any portion of the Work (such as the construction of foundations) for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.

L. CONTRACTOR's Review: Only submittals which have been checked and corrected should be submitted to the CONTRACTOR by its subcontractors and vendors. Prior to submitting shop drawings to the CITY, the CONTRACTOR shall check thoroughly all such Drawings to satisfy itself that the subject matter thereof conforms to the Drawings and Specifications in all respects. Drawings which are correct shall be marked with the date, checker's name and indications of the CONTRACTOR's approval, and then shall be submitted to the CITY. Other Drawings submitted to the CITY will be returned to the CONTRACTOR unreviewed.

M. CONTRACTOR's Responsibility: The CITY review of shop drawings will be general and shall not relieve the CONTRACTOR of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.

N. CONTRACTOR's Modifications: For submissions containing departures from the Contract Documents, the CONTRACTOR shall include proper explanation in his letter of transmittal. Should the CONTRACTOR submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the CONTRACTOR, at no additional cost to the CITY, shall do all Work necessary to make such modifications.

O. "Or Equal" Items: Whenever a particular brand or make of material, equipment, or other

item is specified, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications and unless it is followed by the words "NO SUBSTITUTION", any other brand or make which is equivalent to that specified or indicated may be offered as an "or equal" item subject to the following provisions:

1. CONTRACTOR shall submit for each proposed "or equal" item sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the CITY to determine if the proposed "or equal" item is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

2. CONTRACTOR shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed "or equal" item is equal.

3. A list of installations where the proposed "or equal" item is equal. Such listing shall cover a minimum of the previous five years and will furnish project names and contact phone numbers.

4. Where the acceptance of a "or equal" item requires excessive review by the CITY, revision or redesign of any part of the Work, all such additional review costs, revisions and redesign, and all new Drawings and details required therefore, shall be at the CONTRACTOR's expense.

5. In all cases the CITY shall be the sole judge as to whether a proposed "or equal" item is to be accepted. The CONTRACTOR shall abide by the CITY's decision when proposed "or equal" items are judged to be unacceptable and shall in such instances furnish the item as specified. No "or equal" items shall be used in the Work without written acceptance of the CITY.

6. Acceptance of any proposed "or equal" item shall in no way release the CONTRACTOR from any of the provisions of the Contract Documents.

7. CITY may require, at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

P. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the CONTRACTOR without review.

Q. Shop Drawing Distribution: The CONTRACTOR shall submit a minimum of 3 copies of all shop drawings to the CITY for review. Shop drawings will be reviewed, stamped and distributed with the appropriate box checked either "FURNISH AS SUBMITTED", "FURNISH AS CORRECTED" or "REVISE AND RESUBMIT". The distribution of processed shop drawings will be as follows:

1. Drawings Marked "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED"

   1 copies returned to the CONTRACTOR
   2 copies transmitted to the CITY
2. Drawings Marked "REVISE AND RESUBMIT"

1 copies returned to the CONTRACTOR
2 copies remain at the CITY

R. If the CONTRACTOR requires additional copies of returned shop drawings, it shall include extra Drawings in its original submittal. The CITY will process the Drawings and return them to the CONTRACTOR.

S. The distribution of processed shop drawings, will be as shown at the end of this section in "Flow Diagram for Shop Drawing Submittals".

1.06 WARRANTIES

A. Warranties called for in the Contract Documents shall be originals and submitted to the CITY. When warranties are required they shall be submitted prior to request for payment.

B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.

1.07 CERTIFICATES

A. Three copies of certificates of compliance and test reports shall be submitted for requested items to the CITY prior to request for payment.

1.08 PRODUCT SAMPLES (NOT USED)

1.09 OPERATION AND MAINTENANCE MANUALS

A. General: The CONTRACTOR shall furnish and deliver to the CITY three (3) complete Operation and Maintenance (O&M) Manuals for the substantial, complete systems including instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operations, maintenance, and repair of all CONTRACTOR furnished equipment. Also included shall be a spare parts diagram and complete spare parts list. These requirements are a prerequisite to the operation and acceptance of equipment. Each O&M Manual shall be bound together in appropriate three-ring hard cover binders. A detailed table of contents shall be provided for each Manual. Provide an appropriate label on the binder edge. Provide tabs and separate sections for operation, maintenance, spare parts, etc.

B. Written operations and maintenance instructions are required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Extensive pictorial cuts of equipment are required for operator reference in servicing.

C. Information not applicable to the specific piece of equipment installed on this project shall be struck from the Manual by the CONTRACTOR. Information provided shall include a source of replacement parts and names of service representatives, including addresses and telephone numbers.

D. When written instructions include shop drawings and other information previously reviewed by the CITY, only those editions which were accepted by the CITY, and which accurately depict the equipment installed, shall be incorporated in the O&M Manual.

E. Maintenance and Lubrication Schedules: The CONTRACTOR shall include in the O&M Manual, for all CONTRACTOR furnished mechanical and electrical equipment including switchgear and MCC's, instrumentation, valves, gates, etc., complete maintenance and lubrication schedules. Separate forms will be submitted for each piece of equipment. Sample forms are included at the end of this section.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

EQUIPMENT MAINTENANCE SCHEDULE

EQUIPMENT NO. _____ DATE _____

LOCATION _____ REV. _____

NAME _____

EQUIPMENT MANUFACTURER _____

ADDRESS _____

_____

PHONE ( ) _____

SERVICE REPRESENTATIVE _____

ADDRESS _____

_____

PHONE ( ) _____

Maintenance Interval			
Assembly	Running Time	Calendar	Description/Type/ Special Tools

NOTE: Use additional sheets as required

- END OF SECTION -

SECTION 01400 - QUALITY CONTROL

PART 1 -- GENERAL

1.01 OBSERVATION AT PLACE OF MANUFACTURE (NOT USED)

1.02 SAMPLING AND TESTING (NOT USED)

1.03 SITE INVESTIGATION AND CONTROL

A. The CONTRACTOR shall verify all dimensions in the field and shall check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.

B. The CONTRACTOR shall inspect related and appurtenant Work and shall report in writing to the CITY any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR within the scope of the Project.

1.04 OBSERVATION AND TESTING (NOT USED)

1.05 RIGHT OF REJECTION

A. The CITY shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the CITY or its representative, through an oversight or otherwise, has accepted materials or Work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the CITY.

B. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

1.06 OTHER CONSTRUCTION CONSIDERATIONS

A. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as integral part of an opening, the sleeves, openings, forms or frames shall be furnished by the installer of the pipes, conduits or equipment, but shall be placed by the CONTRACTOR. Where hanger inserts, anchor bolts and similar items are to be embedded in concrete as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, etc, but shall be placed by the CONTRACTOR.

B. Any cost resulting from correction of defective, ill-timed, or mislocated work or for subsequent work which becomes necessary because of omitted openings, chases, sleeves,

frames, inserts, etc., shall be borne by the CONTRACTOR responsible therefor. The CITY shall not arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another contractor. In no case shall beams, lintels, or other structural members be cut without the proper authorization of the CITY. The nature and extent of any corrective or additional work shall be subject to the acceptance of the CITY following consultation with the affected parties.

C. Weather Conditions: Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the CONTRACTOR shall take necessary precautions to protect all work, materials and equipment from exposure.

D. Fire Protection: The CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the Work, including its own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01510 - TEMPORARY UTILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. It shall be the CONTRACTOR's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required Work, and shall be subject to review by the CITY's representative at any time within the duration of the Contract. All Work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.

B. The CONTRACTOR shall provide for utilities and services for its own operations. The CONTRACTOR shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the Work.

1.02 POWER AND LIGHTING

A. Power: Unless otherwise permitted by the CITY of using the power in the facilities, The CONTRACTOR shall provide all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.

B. Construction Lighting: All Work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions. Temporary lighting shall be maintained during nonworking periods if the area is subject to access by the public or CITY's personnel.

C. Electrical Connections: All temporary connections for electricity shall be subject to review by the CITY and the power company representative, and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the Work.

D. Separation of Circuits: Unless otherwise permitted by the CITY, circuits separate from lighting circuits shall be used for all power purposes.

E. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.03 WATER SUPPLY

A. General: The CONTRACTOR shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks and all other equipment necessary for the adequate development and operation of the necessary water supply systems. Water used for domestic purposes shall be free of contamination and shall conform to the requirements of the State and Local authorities for potable water. The CONTRACTOR shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for claims arising from the use of same including discharge or waste therefrom.

B. Potable Water: All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in suitable dispensers.

Notices shall be posted conspicuously throughout the site warning the CONTRACTOR's personnel that piped water may be contaminated.

C. Water Connections: The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.

D. Removal of Water Connections: Before final acceptance of the Work on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the CITY and to the agency owning the affected utility.

E. Fire Protection: The construction and all other parts of the Work shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the Work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction and all local Fire Department Requirements.

1.04 TEMPORARY SANITARY FACILITIES (NOT USED)

1.05 CONFINED SPACES

A. The CONTRACTOR shall provide and maintain a safe working environment in confined spaces. The CONTRACTOR shall follow the applicable requirements of the OSHA Standards for Construction and NIOSH Publications for working in confined spaces.

1.06 TEMPORARY VENTILATION

A. The CONTRACTOR shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, humidity control and the prevention of hazardous accumulations of dust, gases or vapors.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01530 - PROTECTION OF EXISTING FACILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

1.02 RIGHTS-OF-WAY

A. The CONTRACTOR shall not do any Work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the CITY that the CITY has secured authority therefor from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin Work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that on another, the CITY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the CITY to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage.

1.03 PROTECTION OF STREET OR ROADWAY MARKERS (NOT USED)

1.04 RESTORATION OF PAVEMENT (NOT USED)

1.05 EXISTING UTILITIES AND IMPROVEMENTS (NOT USED)

1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS (NOT USED)

1.07 NOTIFICATION BY THE CONTRACTOR (NOT USED)

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 -- GENERAL

1.01 HIGHWAY LIMITATIONS (NOT USED)

1.02 TEMPORARY CROSSINGS (NOT USED)

1.03 CONTRACTOR'S SITE ACCESS

A. Unless otherwise required by the CITY, delivery and employee access will be via the access from WEST WTP main entrance on Flamingo Road. Such access shall be kept unrestricted.

1.04 CONTRACTOR'S WORK AND STORAGE AREA

A. Storage areas shall be provided within the designated staging area as described in the Section entitled "Summary of Work". Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the CONTRACTOR and no claim shall be made against the CITY by reasons of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the CONTRACTOR shall immediately move them. No equipment or materials shall be placed upon the CITY's property until it is acceptable to the CITY.

B. If the CONTRACTOR requires additional staging area, the CONTRACTOR shall obtain such areas from off site sources. The CONTRACTOR shall pay for any off site area it requires.

C. Upon completion of the Contract, the CONTRACTOR shall remove from the storage areas all of its equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas as designated on the Drawings.

1.05 TRAFFIC CONTROL

A. The CONTRACTOR shall maintain traffic and protect the public from all damage to persons and property within the Contract Limits, in accordance with all applicable state, local, and city regulations. The CONTRACTOR shall conduct its operations so as to maintain and protect access, for vehicular and pedestrian traffic, to and from all properties and business establishments and joining or adjacent to those streets affected by its operations, and to subject the public to a minimum of delay and inconvenience. Suitable signs, barricades, railing, etc., shall be erected and the Work outlined by adequate lighting at night. Danger lights shall be provided as required. Watchmen and flagmen shall be provided as may be necessary for the protection of traffic.

B. The use of on-site plant roads, entrance gates, parking areas and property for the CONTRACTOR's personnel parking shall not be permitted except as designated by the CITY. The CONTRACTOR shall be responsible for enforcing on-site parking regulations.

C. All dirt or debris spilled from the CONTRACTOR's trucks on existing pavements shall be removed by the CONTRACTOR immediately.

1.06 SECURITY

A. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the project and shall repair or replace damaged or lost materials and damage to structures. The CONTRACTOR shall be responsible for providing, maintaining and securing gates used for construction purposes for the duration of the project.

1.07 SAFETY AND PROTECTION DEVICES

A. It shall be the sole responsibility of the CONTRACTOR to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction work for the public protection in compliance with all federal, OSHA and local ordinances.

B. The CONTRACTOR shall have responsibility for and be required to make good, at its own expense, all damage to property or adjacent properties caused in the execution of this Contract.

C. The CONTRACTOR shall take all necessary precautions for the safety of its employees on the job and shall comply with all applicable provisions of federal, State, County, and municipal safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

D. In the event, the CONTRACTOR's tools or materials delivered to the premises are stolen or damaged, it shall be responsible for such theft.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.01 EXPLOSIVES AND BLASTING

A. The use of explosives on the Work will not be permitted.

1.02 DUST ABATEMENT

A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary (as determined by the CITY) to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the CITY. Said operations plan shall be presented at the Preconstruction Conference. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the Schedule of Prices.

1.03 RUBBISH CONTROL

A. During the progress of the Work, the CONTRACTOR shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION (NOT USED) .

1.05 CHEMICALS

A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the CONTRACTOR's job site office. A supply of antidotes shall be kept at the CONTRACTOR's office.

1.06 NOISE CONTROL

A. Noise resulting from the CONTRACTOR's work shall not exceed the noise levels and other requirements stated in local ordinances. The CONTRACTOR shall be responsible for curtailing noise resulting from its operation. It shall, upon written notification from the City, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 EROSION ABATEMENT AND WATER POLLUTION (NOT USED)

1.08 PRECAUTIONS DURING ADVERSE WEATHER (NOT USED)

1.09 HURRICANE AND STORM WARNINGS

A. The CONTRACTOR shall take all precautions necessary to protect the job site during hurricane and storm watches and warnings.

1.10 PERIODIC CLEANUP AND BASIC SITE RESTORATION

A. During construction, the CONTRACTOR shall regularly remove from the site all accumulated debris and surplus materials of any kind which results from its operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the project.

B. The CONTRACTOR shall perform the cleanup work on a regular basis and as frequently as ordered by the CITY. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the CITY, if partially completed facilities must remain incomplete due to unforeseen circumstances.

C. Upon failure of the CONTRACTOR to perform periodic clean-up and basic restoration of the site to the CITY's satisfaction, the CITY may, upon five days prior written notice to the CONTRACTOR, employ such labor and equipment as it deems necessary for the purpose, and all costs resulting therefrom shall be charged to the CONTRACTOR and deducted from amounts of money that it may be due.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The word "Products," as used herein is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of Work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.02 QUALITY ASSURANCE

A. Source Limitations: To the greatest extent possible for each unit of Work, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.

B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

1.03 DESIGN

A. Equipment and appurtenances shall be designed in conformity with the ASME, AIEE, NEMA and other generally accepted applicable standards and shall be rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation and all conditions of operation. Details shall be designed for appearance as well as utility.

1.04 PRODUCT DELIVERY-STORAGE-HANDLING

A. The CONTRACTOR shall deliver, handle, and store products in accordance with supplier's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.05 TRANSPORTATION AND HANDLING

A. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in supplier's unopened containers or packaging, dry.

B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment including those provided by CITY, by methods to prevent damage.

C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.06 STORAGE AND PROTECTION

A. Products shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained within tolerances required by supplier's written instructions.

B. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; ventilation shall be provided to avoid condensation.

C. Loose granular materials shall be stored on solid surfaces in a well drained area and shall be prevented from mixing with foreign matter.

D. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.07 MAINTENANCE OF STORAGE

A. Stored products shall be periodically inspected on a scheduled basis.

B. The CONTRACTOR shall verify that storage facilities comply with supplier's product storage requirements.

C. The CONTRACTOR shall verify that supplier-required environmental conditions are maintained continually.

D. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

1.08 MAINTENANCE OF EQUIPMENT STORAGE

A. For mechanical and electrical equipment in long-term storage, the CONTRACTOR shall provide a copy of the supplier's service instructions to accompany each item, with notice on enclosed instruction shown on exterior of package.

B. Equipment shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document to the CITY.

1.09 LUBRICANTS (NOT USED)

1.10 SPECIAL TOOLS

A. For each type of equipment furnished by it, the CONTRACTOR shall provide a complete set of all special tools (including calibration and test equipment) which may be necessary for the adjustment, operation, maintenance and disassembly of such equipment.

B. Special tools shall be delivered at the same time as the equipment to which they pertain. The CONTRACTOR shall properly store and safeguard such special tools until completion of the Work, at which time they shall be delivered to the CITY.

1.11 PROTECTION AGAINST ELECTROLYSIS

A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other acceptable materials.

1.12 FASTENERS

A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the CONTRACTOR in accordance herewith. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.

B. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.

C. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

1.13 SALVAGED AND EXCAVATED MATERIALS (NOT USED)

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01660 - EQUIPMENT TESTING AND STARTUP

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Equipment testing and startup are requisite to satisfactory completion of the contract and, therefore, shall be completed within the contract time. The CONTRACTOR shall allow sufficient time in its construction schedule to complete testing, trouble shooting and start-up activities.

B. As construction of the project enters the final stages of completion, the CONTRACTOR shall, in accordance with the requirements set forth in the Contract Documents, attend to the following items:

1 Perform required testing, adjusting and balancing of project components.

2. Schedule start-up and initial operation.

3. Furnish skilled personnel during initiation of the plant operation to provide back up maintenance services to equipment, as necessary.

4. Furnish operation and maintenance training to CITY's personnel per requirements of the Contract documents.

C. Refer to other Divisions as applicable, for further requirements regarding this Section.

1.02 EQUIPMENT TESTING

A. The CONTRACTOR shall be responsible for scheduling all operations testing. The CONTRACTOR is advised that the CITY's operating personnel will witness operations testing.

D. The instruction shall demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment. Such instruction shall be scheduled at a time arranged with the CITY at least 2 weeks in advance and shall be provided while the equipment is fully operational. On-site instruction shall be given by qualified persons who have been made familiar in advance with the equipment and systems in the plant. The CONTRACTOR shall have submitted, and had accepted, the O&M Manuals (specified in Section, entitled "Submittals") prior to commencement of training.

E. The CONTRACTOR shall notify the CITY at least 14 days in advance of each equipment test or OWNER training session.

F. Training shall be provided to the CITY's personnel between the hours of 9:00 A.M. and 4:00 P.M. any day of the week as necessary.

G. The CONTRACTOR shall furnish all personnel and all other necessary equipment, facilities, and services required for conducting the tests.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01700 - PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 FINAL CLEANUP

A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the CITY will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.02 CLOSEOUT TIMETABLE

A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY and their authorized representatives sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

A. Before the final acceptance of the project, the CONTRACTOR shall submit to the OWNER certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the CITY, shall constitute grounds for withholding final payment to the CONTRACTOR. A partial list of such items appears below, but is shall be the CONTRACTOR's responsibility to submit any other items which are required in the Contract Documents:

1. Written Test results of project components, where required.

2. Performance affidavits for equipment, where required.

3. During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Specifications and shall prepare therefrom record drawings showing correctly and accurately all changes and deviations from the Work made during construction to reflect the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat, legible and on material acceptable to the CITY. The CITY will verify that the CONTRACTOR is maintaining the record drawings in an acceptable manner on a monthly basis.

4. Written guarantees, where required.

5. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

6. Keying Schedule.

7. Corrected, as-built manuals, as applicable.

1.04 PUNCH LISTS

A. Final cleaning and repairing shall be scheduled upon completion of the project.

B. The CITY will make its final inspection whenever the CONTRACTOR has notified the CITY that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the CITY shall be maintained by the CONTRACTOR, until final acceptance of the entire project.

C. Whenever the CONTRACTOR has completed the items on the punch list, it shall again notify the CITY that it is ready for final inspection. This procedure will continue until the entire project is accepted by the CITY. The "Final Payment" will not be processed until the entire project has been accepted by the CITY and all of the requirements in previous Article 1.03 "Final Submittals" have been satisfied.

1.05 TOUCH-UP AND REPAIR

A. The CONTRACTOR shall touch-up and repair damage to all field painted and factory finished equipment. Touch-up of equipment panels, etc., shall match as nearly as possible the original finish. If in the opinion of the CITY the touch-up work is not satisfactory, the CONTRACTOR shall repaint the item.

1.06 CLEANING

A. Before the final acceptance of the project, the CONTRACTOR shall accomplish the cleaning and final adjustments of the various components as follows:

1. Clean and lubricate all finish hardware after adjustment for proper operation.

2. Touch up marks of defects in painted surfaces and touch up any similar defects in factory finished surfaces.

3. Remove all stains, marks, fingerprints, soil, spots, and blemishes from all finish surfaces.

1.07 MAINTENANCE AND GUARANTEE

A. The CONTRACTOR shall comply with all maintenance and guarantee requirements of the Contract Documents.

B. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the CITY. If the CONTRACTOR fails to make such repairs or replacements promptly, the CITY reserves the right to do the Work and the CONTRACTOR and its surety shall be liable to the CITY for the cost thereof.

1.08 GREASE, OIL AND FUEL (NOT USED)

1.09 TOOLS

A. Any special tools which may be necessary for the adjustment, operation, and maintenance

of any equipment shall be furnished with the respective equipment. The CONTRACTOR shall furnish a complete list of tools and instructions for their use, recommended by the manufacturer or supplier with the Shop Drawing Submittal.

1.10 SPARE PARTS

A. Spare parts for equipment shall be furnished where indicated in the Specifications. Spare parts shall be identical and interchangeable with original parts. Parts shall be supplied, prepared for storage, in clearly identified containers, except large or bulky items which may be wrapped in polyethylene.

B. The parts shall be stored separately in a locked area, maintained by the CONTRACTOR, and shall be delivered to the CITY at a location designated by the CITY. The CONTRACTOR shall furnish an inventory listing all spare parts for each piece of equipment in the form included at the end of this section.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

SPARE PARTS INVENTORY
SUMMARY SHEET

EQUIPMENT NO. _____ DATE _

LOCATION _____ REV. _

NAME _____

ADDRESS _____

_____ PHONE (___)

SPARE PARTS INVENTORY:

- END OF SECTION -

SECTION 17100 - PROCESS CONTROL AND INSTRUMENTATION SYSTEMS

PART 1 — GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall be responsible for modifying and upgrading existing Supervisory Control And Data Acquisition (SCADA) System with new Allen Bradley (AB) Controllogix PLC system and the associated components to make the Process Control Systems complete and operable, in accordance with the Contract Documents. The requirements of this Section apply to all new and modified components of the SCADA system, unless indicated otherwise.

B. The Work is located at the City of Miramar West Water Treatment Plant. The existing SCADA system provides a control and monitoring medium for the RO Water Treatment Plant existing facilities. It is understood that upgrade of the controllers to accommodate the new systems may necessitate brief de-activation of the automatic control system. However, with the current demand for City water nearing available supply, such tasks shall require close coordination between the CONTRACTOR and the CITY's operations staff.

Work at the site shall be strictly coordinated with the CITY by means of work coordination meetings held on a weekly basis. The work coordination meetings shall be attended by representatives of the CONTRACTOR and the CITY. Meeting minutes shall be collected and distributed by the CONTRACTOR in electronic form within two working day of each meeting adjournment.

The CONTRACTOR shall make every effort to ensure that the existing SCADA system experiences no unscheduled downtime and that scheduled downtimes are kept to a minimum. Maximum allowable downtime shall be less than (6) hours every (2) days unless a longer downtime is approved by the City. Anticipated shutdowns shall be scheduled with the CITY no less than 2 working days in advance.

C. **Experience Requirement:** The CONTRACTOR shall demonstrate experience at providing similar sized SCADA systems for Municipal Water or Wastewater Treatment Plants. The CONTRACTOR shall make this information available to the CITY before the bid. It shall be the responsibility of the CITY to review this information. This experience shall include the following:

1. Experience in furnishing and implementing Programmable Logic Controller (PLC) s based on the AB Controllogix PLC units, the AB Logix5000 control system software package and the GE Proficy iFix HMI software package.

2. A permanently employed in-house staff dedicated to the design, engineering, project management, training, programming, and configuration of PLC equipment, and control system networks. CONTRACTOR shall have the staff size and experience to provide all required services in a timely and expert manner, as dictated by the Project Construction Schedule.

3. CONTRACTOR shall have completed at least (2) two projects within the last (5) five years of similar size and type (i.e. PLC based control systems).

4. CONTRACTOR shall employ programmers who have (3) years experience at programming the existing AB PLC's and the Logix5000 control system software package.

5. The CONTRACTOR shall submit a resume summary of the lead Instrumentation / Controls Engineer and all programmers anticipated to take part in the project. The resume shall list the education level, training and experience qualifications of the lead Engineer and the named programmers.

D. **Responsibilities**

1. The CONTRACTOR shall be responsible for the implementation and the integration of the SCADA, and all the appurtenant work, being provided under this Section of these Specifications and the integration of the Control and Instrumentation System and control devices provided under this project all in accordance with the requirements of the Contract Documents.

2. Due to the complexities associated with the interfacing of numerous control system devices, it is the intent of these specifications that the CONTRACTOR be responsible for the integration of the new SCADA system with existing devices with the objective of providing a completely integrated control system free of signal incompatibilities.

3. As a minimum, the CONTRACTOR shall perform the following work:

   a. Implementation of the SCADA system

      (1) Prepare hardware submittals

      (2) Design, develop, and electronically draft loop drawings, control panel designs and system layouts

      (3) Prepare the test plan, the training plan, and the spare parts submittals

      (4) Procure hardware

      (5) Perform any required manufacturer tests on equipment to be furnished

      (6) Oversee and certify installation

      (7) Oversee, document, and certify system commissioning

      (8) Conduct the performance test

      (9) Prepare Owner's Manuals

      (10) Conduct training class

(11) Prepare record loop drawings

b. Integration of the SCADA with existing instrumentation and control devices:

(1) Develop record loop drawings associated with the existing instrumentation and equipment.

(2) Decommission existing AB PLC5 systems and return to the CITY.

(3) Provide, furnish and install new Allen Bradley Controllogix PLC systems as described in specification section 17510.

(3) Modify existing PLC panels to incorporate the new SCADA hardware and all associated equipment.

(4) Resolve signal, power, or functional incompatibilities between the PLC and interfacing devices.

(5) Provide, furnish and install additional I/O modules for PLCs to accommodate all existing I/O as needed.

(6) Furnish, install and configure existing I/O and convert / modify existing PLC logic programs in a manner consistent with CITY standards.

(7) Modify HMI control screens, driver connection and database points to existing SCADA workstations to incorporate the new SCADA system in a manner consistent with CITY standards. Provide and configure all required software and drivers as needed.

4. Any CONTRACTOR responsibilities in addition to the list above are at the discretion of the CITY.

1.2 CONTRACTOR SUBMITTALS

A. **General:** Submittals shall be furnished in accordance with Section 01300 – Submittals and the following:

1. Symbology and Nomenclature: In these Contract Documents, all systems, all meters, all instruments, and all other elements are represented schematically, and are designated by symbology as derived from Instrument Society of America Standard ANSI/ISA S5.1-Instrumentation Symbols and Identification. The nomenclature and numbers designated herein and on the Drawings shall be employed exclusively throughout shop drawings, and similar materials. No other symbols, designations, or nomenclature unique to the manufacturer's standard methods shall replace those prescribed above, used herein, or on the Drawings.

B. **Pre-submittal Conference**

1. The CONTRACTOR shall arrange and conduct a Pre-submittal Conference within 14 days after award of the contract. The purpose of the Pre-submittal Conference

is to review and approve the manner in which the CONTRACTOR intends to carry out its responsibilities for shop drawing submittal on the WORK to be provided under this Section. The CONTRACTOR shall attend and may invite additional parties at their discretion.

2. The CONTRACTOR shall allot 4-hours for the Conference.

3. The CONTRACTOR shall present the following for discussion at the Conference.

   a. A list of equipment and materials required for the SCADA system and the Manufacturer's name and model number for each proposed item.

   b. A list of proposed clarifications to the contract documents along with a brief explanation of each.

   c. An exact one-to-one sample of each type of submittal specified herein.

   d. A bar-chart type schedule for all system related activities from the Pre-submittal Conference through start-up and training. Dates of submittals, design, fabrication, programming, deliveries, installation, field testing, and training shall be shown. The schedule shall be subdivided to show activities relative to each major item or group of items when everything in a given group is on the same schedule.

   e. An overview of the proposed training plan. The CITY will review the overview and may request changes. All changes to the proposed training shall be resolved at the Pre-submittal Conference.

4. The CONTRACTOR shall furnish 2 copies of all the above items to the CITY.

5. The CONTRACTOR shall take minutes of the Conference, including all events, questions, and resolutions. An electronic draft version of the meeting minutes shall be circulated within 2 working days of meeting adjournment, to all in attendance, for comment prior to final distribution.

C. **Shop Drawings**

1. General:

   a. Preparation of shop drawings shall not commence until adjournment of the Pre-submittal Conference.

   b. All shop drawings shall include the letter head or title block of the CONTRACTOR. The title block shall include, as a minimum, the CONTRACTOR's registered business name and address, project name, drawing name, revision level, and personnel responsible for the content of the drawing. Quantity of submittal sets shall be as indicated in the General Provisions.

c. Organization of the shop drawing submittals shall be compatible with eventual submittals for later inclusion in the Owner's Manual. Submittals not so organized and incomplete submittals for any given loop or site will not be accepted.

d. Shop drawing information shall be bound in standard size, 3 ring, loose-leaf, vinyl plastic, hard cover binders suitable for bookshelf storage. Binder ring size shall not exceed 3 inches.

2. Hardware Submittal: The CONTRACTOR shall submit a hardware submittal as a complete bound package at one time within 30 calendar days after the commencement date stated in the Notice to Proceed, including:

a. A complete index which lists each device by model, type, and Manufacturer. A separate technical brochure or bulletin shall be included with each instrument data sheet. The data sheets shall be indexed in the submittal by systems or loops, as a separate group for each system or loop. If, within a single system or loop, a single instrument is employed more than once, one data sheet with one brochure or bulletin may cover all identical uses of that instrument in that system. Each brochure or bulletin shall include a list of tag numbers for which it applies. System groups shall be separated by labeled tags.

b. Fully executed data sheets according to ISA-S20 - Specification Forms for Process Measurement and Control Instruments, Primary Elements and Control Valves, for each component, together with a technical product brochure or bulletin:

(1) Component functional description used in the Contract Documents

(2) Manufacturer's model number or other product designation

(3) Project system or loop of which the component is a part

(4) Project location or assembly at which the component is to be installed

(5) Input and output characteristics

(6) Scale, range, units, and multiplier (if any)

(7) Requirements for electric supply (if any)

(83) Special requirements or features

c. List of all spare parts

.

3. Project-Wide Loop Drawing Submittal: The CONTRACTOR shall furnish a Project-wide Loop Drawing Submittal (PLDS) which completely defines and documents the contents of each monitoring, alarming and interlock control loop associated with the existing equipment and instrumentation which are to be incorporated into the new PLC system. Existing loop drawings will not be available for reference. Inputs

and outputs shall be derived from HMI database and PLC logic programs. The PLDS shall be a singular complete bound package electronically drafted in AutoCad, submitted within 120 days after contract award, and shall include the following:

a. A complete index in the front of each bound volume. The loop drawings shall be indexed by system. Loop drawings shall be submitted for every analog and discrete monitoring and control loop.

b. Drawings showing definitive diagrams for every analog and discrete instrumentation loop system. These diagrams shall show and identify each component of each loop or system using legend and symbols from ANSI/ISA S5.4 - Instrument Loop Drawings, extending the format as shown on Drawing GI-1 and as defined by the most recent revision in ISA. Panel drawings showing PLC I/O card wiring and field terminations are acceptable as loop drawings. The loop drawings shall also show all software modules and linkages. In addition to the expanded ISA S5.4 requirements the loop diagrams shall also show the following details:

(1) Functional name of each loop

(2) Reference name, drawing, and loop diagram numbers for any signal continuing off the loop diagram sheet.

(3) Vendor panel, instrument panel, conduit, junction boxes, equipment and DCS terminations, termination identification wire numbers and colors, power circuits, and ground identifications.

(4) Installation and wiring of instrument.

4. Test Procedure Submittals:

a. The CONTRACTOR shall submit the proposed procedures to be followed during tests of the SCADA system and its components.

b. Submittal: CONTRACTOR shall submit the proposed detailed test procedures, forms, and checklists. This submittal shall include a statement of test objectives with the test procedures.

5. Training Submittals: CONTRACTOR shall submit a training plan that includes:

a. Schedule of a training course including date, duration, and location.

D. **Owner's Manual / Record Drawings:**

1. General: Information in the Owner's Manual shall be based upon the approved shop drawing submittals as modified for conditions encountered in the field during the work.

2. The Owner's Manual shall have the following organization for each process:

   a. Section A – SCADA System Block Diagrams

   b. Section B – Control Panel Schematic Diagrams / List of Materials

   c. Section C - Loop Drawings

3. The CONTRACTOR shall keep current a set of complete loop and schematic diagrams which shall include all field and panel wiring, piping and tubing runs, routing, mounting details, point-to-point diagrams with cable, wire, tube and termination numbers. One set of drawings electronically formatted in AutoCAD and 2 hard copies shall be submitted for review prior to acceptance of the completed work by the CITY

1.3 MILESTONE CASH FLOW SCHEDULE

A. **General:** The CONTRACTOR shall develop a schedule and cash flow schedule based upon the payment milestones below for inclusion in the submittals of Section 01300 – Submittals. Failure to submit the schedule and cash flow schedule shall be caused for withholding any progress payment due for instrumentation work under sections in this Division.

B. **Payment Milestones:** Reference section 01025 for measurement and payment.

1.4 WARRANTY REQUIREMENTS

A. **Period for Correction Of Defects:** The CONTRACTOR shall be required to correct all defects in the new SCADA system, upon notification from the CITY, over the course of the entire construction period plus an additional one year period from the date of project Substantial Completion. Problems that halt facility operation or prevent SCADA communications shall be responded to within (1) calendar day and corrected within (3) calendar days after notification:

B. The CONTRACTOR shall pay all air freight, equipment and labor costs, as well as any other costs necessary to expedite the correction of the problem.

PART 2 —- PRODUCTS

2.1 GENERAL

A. **Code and Regulatory Compliance:** Work shall conform to or exceed the applicable requirements of the National Electrical Code. Conflicts between the requirements of the Contract Documents and any codes or referenced standards or specifications shall be resolved according to Section 01090 - Reference Standards.

B. **Current Technology:** Components shall be the most recent field-proven models marketed by their manufacturers at the time of submittal of the shop drawings unless otherwise required to match existing equipment.

C. **Alternative Equipment and Methods:** Equipment or methods requiring redesign of any project details are not acceptable without prior written approval by the CITY. Any proposal for approval of alternative equipment or methods shall include evidence of improved performance, operational advantage and maintenance enhancement over the equipment or method indicated, or shall include evidence that an indicated component is not available.

2.2 OPERATING CONDITIONS

A. The SCADA system shall be designed and constructed for satisfactory operation and long, low maintenance service under the following conditions:

1.	Environment	- Indoor environment with low but detectable levels of corrosive gases present
2.	Temperature Range	- 32 through 104 degrees F
3.	Thermal Shock	- 1 degree F per minute, max
4.	Relative Humidity	- 40 through 95 percent, non-condensing

2.3 SPARE PARTS AND SPECIAL TOOLS

A. CONTRACTOR shall furnish the indicated quantities of the following items on a per unit supply basis (unless specifically noted otherwise):

1. One (1) spare Processor module
2. One (1) spare Redundancy module
3. One (1) spare I/O module of each type provided.
4. One (1) spare Remote I/O communication module.
5. One (1) spare communication module of each type provided
6. One (1) spare fiber transceiver module of each type provided.
7. One (1) spare power supply module of each type provided.

B. All spare parts shall be submitted before startup commences, suitably packaged and identified.

2.4 FACTORY TESTING (NOT REQUIRED)

PART 3 — EXECUTION

3.1 PRODUCT HANDLING

A. **Shipping Precautions**: After completion of shop assembly and approval, all equipment shall be packed in protective crates and enclosed in heavy duty polyethylene envelopes or secured sheeting to provide complete protection from damage, dust, and moisture. Dehumidifiers shall be placed inside the polyethylene coverings. Boxed weight shall be shown on shipping tags together with instructions for unloading, transporting, storing, and handling at the job site.

B. **Special Instructions:** Special instructions for proper field handling, storage, and installation required by the Manufacturer shall be securely attached to each piece of equipment prior to packaging and shipment.

C. **Tagging:** Each component shall be tagged to identify its location and function in the system. Identification shall be prominently displayed on the outside of the package.

D. **Storage:** Equipment shall not be stored outdoors. Equipment shall be stored in dry air conditioned storage, including in-line equipment, and shall be adequately protected against mechanical injury. If any apparatus has been damaged, such damage shall be repaired by the CONTRACTOR at no additional cost to the CITY. If any electronic equipment has been subject to possible water damage, it shall be replaced by the CONTRACTOR at no additional cost to the CITY.

3.2 MANUFACTURER'S SERVICES (NOT REQUIRED)

3.3 INSTALLATION

A. **General:**

1. Instrumentation, including instrumentation furnished under other Divisions, shall be installed under Division 17 and the manufacturers' instructions.

2. Equipment Locations: The locations and routing of wiring and cables shall be governed by structural conditions and physical interferences and by the location of electrical terminations on equipment. Equipment shall be located and installed so that it will be readily accessible for operation and maintenance. Where job conditions require reasonable changes in approximated locations and arrangements, or when the CITY exercises the right to require changes in location of equipment which do not impact material quantities or cause material rework, the CONTRACTOR shall make such changes without additional cost to the CITY.

B. **Conduit, Cables, and Field Wiring**

1. All PLC cables, fiber optic cables, network cables and communication cables shall be provided under Division 17.

2. All terminations and wire identification at PLC shall be provided under Division 17.

C. **Ancillary Devices:** The CONTRACTOR shall be responsible for providing any additional or different type connections as required by the SCADA system and specific installation requirements at no additional cost to the CITY.

D. **Installation Criteria and Validation:** components and assemblies shall be installed and connected according to the requirements below:

1. Installation personnel have been instructed on installation requirements of the Contract Documents.

2. Technical assistance is available to installation personnel at least by telephone.

3. Installation personnel have at least one copy of the approved shop drawings and data.

4. Power and signal wires shall be terminated with crimped type lugs.

5. Wires shall be mounted clearly with an identification tag that is of a permanent and reusable nature.

6. Wire and cable shall be arranged in a neat manner and securely supported in cable groups and connected from terminal to terminal without splices unless specifically approved by the CITY. All wiring shall be protected from sharp edges and corners.

7. Care is taken to avoid crossing power and signal wires at the field termination point.

8. Verify the correctness of each installation, including polarity of electric power and signal connections and making sure all process connections are free of leaks. The CONTRACTOR shall certify in writing that for each loop or system checked out, all discrepancies have been corrected.

9. The CITY will not be responsible for any additional cost of rework attributable to actions of the CONTRACTOR.

3.4 CALIBRATION (NOT USED)

3.5 LOOP TESTING (NOT USED)

3.6 PRECOMMISSIONING (NOT USED)

3.7 ON-SITE SUPERVISION

A. The CONTRACTOR shall furnish the services of an on-site resident engineer to supervise and coordinate installation, adjustment, testing, and start-up of the SCADA system, to effect a complete operating system.

3.8 PERFORMANCE TEST

A. The entire SCADA system shall operate for 14 days without hardware failure that requires a system reboot of the PLC's, halts operation of the system, or inhibits (i.e. prevents or significantly retards) SCADA communications.

B. The CONTRACTOR shall furnish support staff as required to satisfy the repair or replacement requirements.

C. If any software or hardware component fails during the performance test, it shall be repaired or replaced and the SCADA system shall be restarted for another 14 day period. Reference section 17510-3.2-G for performance test specifics.

3.9 TRAINING

A. **General:** The CONTRACTOR shall train the CITY'S personnel on the maintenance and repair of all equipment provided under this Contract.

B. **Instructions:** The training shall be specific to each piece of equipment.

C. **Duration:** Training classes shall cover, as a minimum, operational theory, maintenance, trouble shooting and repair supplied system.

D. **Schedule:** Training shall be performed during the performance test phase of the project. The training sessions shall be scheduled a minimum of 1 week in advance of when the courses are to be initiated.

E. **Agenda:** The training shall include operation and maintenance procedures, trouble shooting with necessary test equipment.

F. **Documentation:** Within 10 days after the completion of the training, the CONTRACTOR shall submit the following:

1. A list of all CITY personnel that attended the session.

2. A copy of the training materials utilized during the lesson with all notes, diagrams, and comments.

G. Reference Section 17510-3.3 for training specifics.

3.10 ACCEPTANCE

A. For the purpose of this Section, the following conditions shall be fulfilled before the WORK is considered substantially complete:

1. Submittals have been completed and approved.

2. Training has been performed.

3. All required spare parts and expendable supplies and test equipment have been delivered to the CITY.

4. The performance test has been successfully completed.

5. Record drawings in both hard copy and electronic format have been submitted.

6. Revisions to the Owner Manuals that may have resulted from the field tests have been made and reviewed.

7. Debris associated with installation of instrumentation has been removed.

10. Modified PLC ladder logic program have been submitted (in electronic formats) and approved.

11. PLC logic and HMI programs have been backed-up.

- END OF SECTION -

SECTION 17300- CONTROL DESCRIPTIONS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. General: The CONTRACTOR shall be responsible for modifying and converting existing MIR 21/22 (redundant configuration), MIR 31 and MIR 41 Allen Bradley (AB) PLC5 logic programs to AB Logix5000 logic programs, and modifying (2) existing HMI workstations with GE Proficy iFix control software for implementation of the new AB Controllogix PLC platform. The requirements of Section 17100 – Process Control and Instrumentation System apply to this section.

B. PLC programs shall be capable of functioning normally in the absence of the HMI workstations without any special modifications. Process logic including monitoring, control and alarming functions shall be identical as the replaced AB PLC5 logic functions.

C. In order to gain familiarity with the existing SCADA system, the CONTRACTOR shall be required to field investigate the West Water Treatment Plant PLC systems as well as the current GE Proficy HMI control software (development licenses). A review of this information must be conducted prior to the Pre-submittal conference detailed in section 17100.

PART 2 -- PRODUCTS

2.1 THE CONTROL SYSTEM ARCHITECTURE

A. New AB Controllogix PLC systems, with required ancillary equipment, shall be integrated into the existing PLC panels and configured by the CONTRACTOR. Control logic programs shall be modified and converted by the CONTRACTOR, and remain the same functionality as the replaced AB PLC5 system. The existing HMI hardware shall remain and serve as the GUI for system monitoring, operator setpoint entry, and operator interface to the new PLC control systems.

B. New AB Controllogix PLC systems shall be capable to communicate and connect with other process control systems to establish a seamless water treatment process.

C. New AB Controllogix PLC program routines, logic rung comments, element instruction, controller tags and descriptions shall be derived from HMI database as needed if such information is not available in the existing AB PLC5 programs. Referenece Appendix A for existing ladder logic programs.

D. MIR21/22 PLC shall be configured as a redundant processors control system, consists with (2) independent processor modules and numerous Remote I/O systems located in different process areas. Reference specification section 17510 for details. PLC controls include, but not limited to, chemical systems, transfer system, distribution system, injection wells / pumps and RO Trains feed pumps.

E. MIR 31 PLC consists with a processor module and a Remote I/O system located in the same panel. Reference specification section 17510 for details. PLC controls include, but not limited to, RO Train No.1 skid, RO Train No.2 skid and RO Train No.3 skid. Existing redundant processor control platform shall be configured and replaced with a single processor control platform.

F. MIR 41 PLC consists with a processor module and local I/Os. Reference specification section 17510 for details. PLC controls include, but no limited to, RO Train No.4 skid and Train No.5 skid.

2.2 PLC CONTROLS

A. **General:** New AB Controllogix Systems shall be fully functional with identical functionality as the replaced AB PLC5 system.

B. **Control Strategy Refinement:** It shall be understood that some refinement and/or minor modification of the control strategies shall be necessary over the course of the system upgrade at no additional cost.

2.3 SOFTWARE

A. In support of this programming effort, the CONTRACTOR shall purchase all hardware and software packages (in the quantities indicated) listed below.

AB Controllogix PLC Systems	As described in specification section 17510	
Laptop (1 unit)	As described in specification section 17510	
Laptop Software	Window 7 (with latest service Packs installed)	1
	AB Logix5000 PLC Programming Software (latest revision)	1
	Rockwell RSLinx (version recommended by manufacturer)	1
	MS Office (latest version)	1
	Norton Anti-Virus (latest version)	1

B. The CONTRACTOR shall register all Rockwell and Allen Bradley Software licenses with Support Program for the entire construction period plus one year after final acceptance. This support shall include 24/7 technical support (email and phone), software upgrades and patches at no additional cost. Software support renewal shall be the sole responsibility of the CONTRACTOR. PLC logic programs shall be loaded on the laptop so as to allow remote programming of the control systems.

C. Software License and Registration: All software provided shall be installed and used within the terms of the software manufacturer's license agreement. All software purchased by the CONTRACTOR shall be registered to the CITY and provide the CITY with written confirmation. The CONTRACTOR shall be responsible for providing and incorporating minor software package updates issued by the software manufacturer. For example, if version 3.1 of a program is purchased, and version 3.2 and 3.3 were released prior to

project completion, the CONTRACTOR shall be responsible for incorporating these later versions into the final project. The CONTRACTOR would not be responsible for incorporating major software revisions such as the release of a version 4.0 or 4.1.

D. In an attempt to address possible version compatibility problems, the version of each software package to be provided shall be reviewed during the Pre-submittal Conference and confirmed during the CONTRACTOR software submittal review process.

2.4 SOFTWARE SUBMITTALS

A. **Shop Drawings**: PLCS submittals shall be in accordance with Section 17100. PLCS software submittals shall be made together with other process control system submittals.

2.5. WORKSTATION HMI GRAPHICS AND DATABASE MODIFICATION

A. All existing HMI graphic displays shall remain the same. Control HMI software database shall be modified to incorporate the new AB Controllogix PLC systems. Provide and install all necessary software drivers and service pack into (2) existing HMI workstations to communicate with the new AB Controllogix PLC systems.

2.6. HMI GRAPHICS SUBMITTAL (NOT USED)

END SECTION

SECTION 17510 - PLC-BASED CONTROL SYSTEMS HARDWARE

PART 1 — GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall provide, furnish, install, assemble and configure, program, and place into service a new Process Control System (PCS), consists with (3) Programmable Logic Controller (PLC) control terminals, and connect to the existing SCADA network, specified under this Section, and in Section 17300 - Control Descriptions, all in accordance with the requirements of the Contract Documents.

B. The CONTRACTOR shall be singularly responsible for configuring and verifying correct operation of compatible hardware to provide a functional PCS. In order to preserve this focused responsibility, the CONSTRACTOR shall be the integrator of all hardware and all database, data acquisition, control, display, and system software. Additionally the CONTRACTOR shall be responsible for the application programming of the PLC terminals and GUI software per the Control Strategies and other Sections of the Specifications.

C. The CITY's existing SCADA implementation shall be modified to meet the requirements detailed in the contract documents. Substitutions for PCS functions specified are not permitted.

D. New PCS hardware shall be manufactured by Allen Bradley (AB), model Controllogix control system. The performance and communication functions of the new PCS shall not be negatively impacted by the execution of the modifications detailed in the contract documents. The modification work, once completed, should result in a system that performs identically to the pre-modified system without loss to system functionality.

E. Hereinafter, the term CONTRACTOR shall be used to represent the party responsible for the WORK of this division.

F. The CONTRACTOR shall provide, furnish and install PCS hardware as specified within the Contract Documents. The CONTRACTOR shall be responsible for all equipment supply, hardware and software submittal preparation, system integration, programming, database modification, supervision of installation, testing, training, start-up, and other implementation activities for the PCS components furnished under this Contract. The PCS hardware and software shall be standardized so as to utilize off-the-shelf, commercially available configurations of hardware and software modules.

G. The CONTRACTOR shall provide installation, labor and engineering required to assure the proper operation of the entire PCS. The CONTRACTOR shall be responsible for providing a complete and functional system, fully programmed to meet all the requirements of the Contract Documents. The work, equipment and services shall include but not be limited to:

1. Preparation of PCS hardware and software shop drawing submittals for CITY approval.

2. Procurement of all hardware and software required to conform to these specifications.
3. Performing all required PCS tests and adjustments.
4. Furnishing qualified labor to perform PCS hardware installation, programming, and start-up.
5. Furnishing all required PCS tools, test equipment, spare parts, supplies, operation and maintenance manuals, programming listings, and reproducible record drawings, as specified herein.
6. Furnishing qualified labor to perform HMI database modification and software driver interface configuration.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS.

A. PLC-based control systems-hardware reference specifications, codes, and standards shall be provided in accordance with Section 17100 - Process Control and Instrumentation Systems.

1.3 CONTRACTOR SUBMITTALS

A. **Shop Drawings**: PCS submittals shall be in accordance with the applicable requirements of Section 17100 - Process Control and Instrumentation Systems.

B. **Hardware Submittals**: PCS hardware submittals shall be made together with the PCS software submittals, in accordance with the requirements of Section 17300. The PCS hardware submittal shall be a singular all inclusive submittal which shall include but not be limited to:

1. A complete index appearing in the front of each bound submittal volume. System groups shall be separated by labeled tags.

2. Data sheets shall be included for each new PCS component together with a technical product brochure or bulletin. These data sheets shall show the component name as used within the Contract Documents, the manufacturer's model number or other identifying product designation, the project tag number, the project system of which it is a part, the project site to which it applies, the input and output characteristics, the requirements for electric power, the ambient operating condition requirements, and details on materials of construction.

3. Complete and detailed bills of materials: A bill of material list, including quantity, description, manufacturer, and part number, shall be submitted for each new component of the PCS system. Bills of material shall include all new items within an enclosure.

4. Panel-specific equipment arrangement drawings for all equipment cabinets, and/or consoles including dimensions, identification of all components, preparation and finish data, nameplates, and the like. Drawings shall be scaled and show the position of the new equipment on its intended installation location. Drawings must show a scaled representation of the placement of all equipment and its spatial relationship to all other equipment located in the abutting and adjoining areas. All required access and clearances associated with the equipment must be shown

with a statement of compliance to manufacturer's recommendations, NEC, and other applicable codes.

5. Adjustment and test details for all new PCS components.

C. **OWNER's Manuals:** General requirements for OWNER's Manuals are as described in Section 17100 – Process Control and Instrumentation Systems.

D. **System Test Procedures**

1. System test procedures shall be developed by the CONTRACTOR in accordance with the various system test requirements specified herein. Proposed test procedures, shall be submitted to the CITY for review. An approved submittal shall be required prior to the commencement of any system test.

2. Procedures shall be prepared for each process system. The procedures shall be in narrative form, and shall describe sequentially the operational steps to be followed in verifying the correct operation of system, including all features described in the control strategies contained in Specification Section 17300.

1.4 SERVICES OF MANUFACTURER'S REPRESENTATIVE (NOT USED)

1.5 STORAGE AND HANDLING

A. All equipment and materials delivered to the job site shall be stored in a location which shall not interfere with the operations of the CITY's personnel or interfere with construction. Storage and handling shall be performed in a manner which shall afford maximum protection to the equipment and materials. It is the CONTRACTOR's responsibility to assure proper handling and on-site storage.

1.6 SPECIAL WARRANTY REQUIREMENTS

A. Special warranty requirements shall be in accordance with the applicable requirements of Section 17100. The following additional warranty requirements apply specifically to the PCS.

B. PCS components (and associated software) included herein shall be guaranteed to meet or exceed the design requirements set forth in the Contract Documents.

C. Equipment, software, and materials which do not achieve design requirements after installation shall be replaced or modified by the CONTRACTOR to attain compliance. All associated costs shall be the responsibility of the CONTRACTOR. Following replacement or modification, the CONTRACTOR shall retest the system and perform any additional procedures needed to place the completed PCS in satisfactory operation and attain design compliance approval from the CITY.

D. The CONTRACTOR warrants the materials and workmanship used for the PCS control system and further guarantees the materials and workmanship used for any equipment and materials produced and furnished hereunder as a part of the Work to be as herein

specified and agreed upon, free from injurious defects, and in all respects satisfactory for the service required.

E. The CONTRACTOR warrants/guarantees the satisfactory performance of the equipment and materials under operating conditions for a period of one year after the date of final acceptance of the modified PCS (i.e., completion of all contractual items including a successful full system-wide 14 day performance test as specified in Section 3). In the event that tests and inspections disclose latent defects or failure to meet the specified requirements, the CONTRACTOR upon notification by the CITY shall proceed at once to correct or repair any such defects or non-conformance or to furnish, at the delivery point named in the Contract Documents, such new equipment or parts as may be necessary for conformity to the specified requirements, and shall receive no additional compensation therefore. In the case of any required repairs or other corrective or remedial work covered under warranty, the warranties on all such corrections, repairs, new equipment, or parts shall be extended for 12 months from the date of completion of any such corrections, repairs, new equipment, or parts.

PART 2 — PRODUCTS

2.1 GENERAL

A. The requirements of Section 17100 apply to this Section.

B. All materials and all PCS equipment furnished under this Contract shall be new, free from defects, first quality, carry manufacturer standard warranty, and produced by manufacturer regularly engaged in the manufacture of these products.

C. Where there is more than one item of similar equipment being furnished all such similar equipment shall be the product of a single manufacturer to ensure hardware commonality.

2.2. PLC SYSTEMS

A. CONTRACTOR shall provide and install all necessary electrical components, PLC modules, cables and connectors to incorporate all existing inputs and outputs into the new PCS and connect to the existing SCADA network via Ethernet protocol. PCS shall include, but not limited to, the following: Processors, Modules, Chassis and Power Supply. Modules count shall be equal to or more than the replaced AB PLC5 systems. Referenece Appendix B for existing AB PLC5 systems.

1. MIR21/22 (Treatment Processes) Redundant AB Controllogix PLC System.

- Redundant Processors (AB Controllogix 5572 Module 1756 L72)
- Redundancy Modules
- Chassis
- Power Supply Modules
- SCADA Network Ethernet Modules
- Remote I/O Modules (Ethernet protocol)
- Fiber Optic Modules (Remote I/O communication)
- Digital AC Input Modules

- Digital AC Output Modules
- Digital Relay Output Modules
- Analog Input Modules
- Analog Output Modules
- 1492 I/O Conversion Modules (Provide for each Remote I/O chassis)

2. MIR31 (Membrane Trains 1, 2 and 3) AB Controllogix PLC System.

- Processor (AB Controllogix 5572 Processor Module 1756 L72)
- Chassis
- Power Supply Modules
- SCADA Network Ethernet Module
- Remote I/O Modules (Ethernet protocol), If applicable
- Fiber Optic Modules (SCADA network communication)
- Digital AC Input Modules
- Digital AC Output Modules
- Analog Input Modules
- Analog Output Modules
- 1492 I/O Conversion Modules (Provide for each Remote I/O chassis)

3. MIR41 (Membrane Train 4 and 5) AB Controllogix PLC System.

- Processor (AB Controllogix 5572 Processor Module 1756 L72)
- Chassis
- Power Supply Modules
- SCADA Network Ethernet Module
- Fiber Optic Modules (SCADA network communication)
- Digital AC Input Modules
- Digital AC Output Modules
- Analog Input Modules
- Analog Output Modules
- 1492 I/O Conversion Modules (Provide for each Remote I/O chassis)

2.3. PLC PROGRAMMING TERMINAL

A. All programming shall be accomplished from a portable laptop or from a workstation through direct serial link to the PLC or over the control system network. The laptop shall be capable of being plugged into the PLC. All PLC interface hardware and programming software shall be supplied. Programming, monitoring, searching, and editing shall be performed by the laptop. These functions shall be capable of being performed both "on-line" while the processor is scanning or "off-line".

1. One laptop computers shall be provided and furnished by the CONTRACTOR. Complete software as detailed in section 17300 shall be furnished for the laptop. A carrying case and AC adapter shall also be included. The laptop computer shall be as manufactured by **Toshiba or Dell**, 15 inches display (maximum) with Intel 4 Gen Core i3 Processor, 300GB hard disk (minimum), battery pack and 4GB of DDR3 RAM (minimum). An integral or external DVD-RW unit shall also be supplied.

2. The unit supplied shall be capable of displaying multiple series and parallel contacts, coils, timers, counters, and calculate functions. The laptop shall also be able to monitor the status of all inputs, outputs, timers, counters, and coils. It shall have the capability to disable/force all inputs, outputs, and coils to simulate system operation. It shall also indicate “power flow” through all elements and include a search function to locate any element and its program location. The processor status information, such as error indication and amount of memory remaining, shall be shown on the display screen.

3. The laptop shall be equipped with an integrated 10/100Base-T (RJ45) Ethernet connection and an integral or external RS-232 serial communication port.

4. The laptop shall be portable, allowing for use in an industrial environment, without special protection. The CONTRACTOR shall provide one new laptop complete with manuals to the CITY to enable future system support. The laptop shall be forwarded to the CITY during start-up training.

2.4 SOFTWARE

A. All PLC programming, workstations, communication, and data gathering software shall be provided as detailed in section 17300.

2.5 SPARE PARTS

A. PLC system spare parts shall be provided in accordance with Section 17100 - Process Control and Instrumentation Systems.

PART 3 — EXECUTION

3.1 INSTALLATION

A. The CONTRACTOR shall utilize personnel to accomplish, or supervise the physical installation of all elements, components, accessories, or assemblies which it furnishes. The CONTRACTOR shall employ installers who are skilled and experienced in the installation and connection of all elements, components, accessories, and assemblies it furnishes.

B. New components of the PCS (including integration with existing components) shall be the installation responsibility of the CONTRACTOR unless specifically noted otherwise. After installation of the new PCS is completed, the installation shall be inspected jointly by the CONTRACTOR and the CITY. Any problems shall be corrected, and when both are satisfied with the installation, a written certification of the installation shall be delivered to the CITY. The certification shall state that all PLC communications, I/O modules, and all other new components of the PCS System have been inspected and are installed in accordance with the manufacturer's guidelines.

3.2 CALIBRATION, TESTING, AND INSTALLATION

A. **Calibration**: (NOT USED)

B. **Testing**: After installation has been certified, the PLC shall be tested to verify that all modified discrete inputs and outputs of the PLC and the HMI workstations are correct. All points shall be checked "end to end." For example, valve status inputs shall be checked by stroking the valve and a pump start output shall be checked by using it to start the pump. Simulated testing shall be allowed only when no practical alternative exists. Workstation displays shall be verified for correctness simultaneously. An I/O checklist shall be used to record test results and a copy provided to the CITY upon completion.

C. **System Testing**: When the PLC component installation has been certified and discrete I/O testing have been completed, system testing shall be performed in accordance with the approved test procedures. System testing shall operate the various systems of the facility to verify identical functionality as the replaced AB PLC5 system. Tests which fail to demonstrate the required operation shall be repeated in their entirety or continued after corrective action has been completed at the discretion of the CITY.

D. Modified workstation including trend screens, control screens, alarm summaries and logs shall be verified for correctness during the system testing phase of this project. During system tests, the CONTRACTOR shall have a representative on site continuously who is capable of trouble-shooting and modifying the PLC system configuration programming.

E. The CONTRACTOR shall submit to the CITY a system testing completion report when each process system and all aspects of the configuration software have been successfully tested as described herein. The report shall note any problems encountered and what action was required to correct them. It shall include a clear and unequivocal statement that the control systems have been thoroughly tested and are complete and functional in accordance with all specification requirements.

F. **Start-Up Test**: The CONTRACTOR shall provide start-up support to include the CONTRACTOR's personnel as required during the testing period to produce a fully operational PCS system. This support shall be provided at no additional cost to the CITY. Start-up services shall be provided for each PLC system and as needed though Final Project Completion.

G. **Performance Test:**

1. Subsequent to start-up (and prior to issuance of Final Acceptance), the CONTRACTOR shall conduct a 14 day final acceptance test for the modified PCS. In the test, the PCS shall be continuously operated and maintained (i.e., 14 days continuous, 24 hours per day) during the test period with zero downtime resulting from system failures. If a system failure occurs, the 14 day test shall be considered a failure and not acceptable. The CONTRACTOR shall repeat the 14 day test. The PCS shall be acceptable only after all equipment and software has satisfied the performance test requirements.

2. Downtime resulting from the following shall be considered system failures:

   a. If a component or software failure cannot be repaired/replaced within 4 hours.

b. Downtime in excess of 4 hours resulting from any I/O component failure.

c. Downtime resulting from concurrent failure of 2 or more I/O components in a single PLC system.

3. The CONTRACTOR shall submit a final performance test completion report for the completed PCS system as a whole. The performance test completion report shall state that all contract requirements have been met and shall include (1) a listing of all PLC equipment maintenance/repair activities conducted during testing and (2) a listing of all components which were unable to operate successfully.

4. After acceptance of all required performance tests, the CONTRACTOR shall be responsible for furnishing the spare parts/tools on site. All spare parts/tools stored on-site shall become the property of the CITY upon completion of the guarantee period. The CONTRACTOR shall guarantee that the completed system shall perform all of the data acquisition/logging, control/monitoring, and trending/reporting functions as specified.

3.3 TRAINING

A. The CONTRACTOR shall provide training for the purpose of familiarizing the CITY's technical maintenance staff, with the use, maintenance, trouble shooting and repair of new components of the PCS.

B. The training shall be scheduled concurrent with the equipment testing, and process system testing phases of the project.

C. The training shall be performed by qualified representatives of the CONTRACTOR. Training shall be specifically tailored to this project and reflect the PCS installation and configuration. The table below summarizes training hours required, which shall be provided at no additional cost to the CITY. All training shall be conducted at the job site unless another location is approved by the CITY.

Training Classes Required	Maintenance and Operator's Class (Hrs.)	Conducted By
1. PCS System (HMI and Hardware)	4	CONTRACTOR

E. The training classes shall be scheduled a minimum of 1 weeks in advance of when they are to be given.

F. Within 10 days after the completion of each class the CONTRACTOR shall present to the CITY the following:

1. A list of all CITY personnel that attended the class.

2. A copy of the hard copy text utilized during the class with all notes, diagrams, and comments. This documentation shall be contained in the Training Manual.

G. The CITY reserves the right to video tape and record any or all portions of training performed for future usage.

3.4 LADDER LOGIC DOCUMENTATION

A. The CONTRACTOR shall annotate the PLC ladder logic by providing a descriptive label for all relays and function blocks and functional description of each rung. This applies to all existing plant PLC programs.

- END OF SECTION -

4.
CONSENT AGENDA
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2016

Second Reading Date:

Presenter's Name and Title: Thomas Good, Director of Publi c Works, on behalf of Public Works Department

Temp Reso Number: 5985

Item Description: Temp. Reso. No. 5985, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR INSPECTION, MONITORING, AND BLASTING RELATED SERVICES T O BE PERFORMED BY BROWARD COUNTY ENVIRONMENTAL LICENSING AND BUILDING PERMITTING DIVISION; AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT. (Public Works Director Thomas Good).

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

Summary Explanation and Background: Blasting being conducted in northwest Miami -Dade County is of tremendous concern to residents of the City be cause of the effect such activities have on people and property within the City. Despite the fact that the City banned all blasting within the City in December 1999, the effects of blasting performed by mining companies outside City limits, are being felt within the City.

On February 16, 2005, the City Commission adopted Resolution No. 05 -117, establishing an Interlocal Agreement (ILA) with Broward County for inspection, monitoring, and blasting related services to be performed by Broward County En vironmental Licensing and Building Permitting Division. The City Commission elected to become involved after receiving reports from numerous western area residents regarding blasting events they have been experiencing, which appeared to exceed the levels document ed in monitoring reports provided to the State Fire Marshal's Office. The Interlocal Agreement pro vided a mechanism for independent monitoring of blasting vibrations, and a permanent record for comparsion to the levels reported to the State Fire Marshal.

On April 4, 2007, the City Commission adopted Resolution No. 07-135, discontinuing the use of services of Broward County En vironmental Licensing and Building Permitting Division for the performance of inspection, monitoring, and blasting related services. This was because the monitoring services had failed to discover any blasting events that exceeded state guidelines.

However, blasting is again becoming a concern for the City. This new I LA will allow the City to monitor known areas of impact for the pr otection of City stakeholders. The new ILA being considered commences upon approval by both this Commission and the County Commission for a term of two years at rates set forth in the ILA.

Instructions for the Office of the City Clerk: Please return all executed originals to the Director of Public Works.

Public Notice – As Required by 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 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 of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling $5,000 are budgeted in Public Works Administration Account No. 001-50-100-539-000-603110, entitled "Engineering Services".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5985**
  - **Exhibit A: Interlocal Agreement**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Thomas Good, Director of Public Works

DATE: January 20, 2016

RE: Temp. Reso. No. 5985, approving an Interlocal Agreement with Broward County for inspection, monitoring, and blasting related services to be performed by the Broward County Environmental Licensing and Building Permitting Division.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5985, approving an Interlocal Agreement ("ILA") with Broward County for inspection, monitoring, and blasting related services to be performed by the Broward County Environmental Licensing and Building Permitting Division, and authorizing the City Manager to execute the proposed ILA.

ISSUE: City Commission approval is required to authorize the execution of the ILA with Broward County.

BACKGROUND: Blasting being conducted in northwest Miami-Dade County is of tremendous concern to residents of the City because of the effect such activities have on people and property within the City. Despite the fact that the City banned all blasting within the City in December 1999, the effects of blasting performed by mining companies outside City limits, are being felt within the City.

On February 16, 2005 the City Commission initially approved Resolution No. 05-117 to establish an ILA with Broward County for inspection, monitoring, and blasting related services to be performed by the Broward County Environmental Licensing and Building Permitting Division. The City Commission elected to become involved after receiving reports from numerous western area residents that blasting events they have been experiencing appeared to exceed the levels documented in monitoring reports provided to the State Fire Marshal's Office. The ILA provides a mechanism for independent monitoring of blasting vibrations, and a permanent record for comparison to the levels reported to the State Fire

Marshal. The ILA was approved by the County Commission at their April 12, 2005 meeting.

On April 4, 2007, the City Commission adopted Resolution No. 07-135, discontinuing the use of services of Broward County Environmental Licensing and Building Permitting Division for the performance of inspection, monitoring, and blasting related services. This was because the monitoring services had failed to discover any blasting events that exceeded state guidelines.

However, blasting is again becoming a concern for the City. This new ILA will allow the City to monitor known areas of impact for the protection of City stakeholders.

An initial funding level of $5,000 will be provided utilizing Public Works Administration Account No. 001-50-100-539-000-603110, entitled "Engineering Services".

The City Manager recommends that the City Commission approve the new ILA, which would commence upon approval by both this Commission and the County Commission, and would run through September 30, 2018 for a term of two years at rates set forth in the ILA.

Temp. Reso. No. 5985
1/20/16
2/16/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR INSPECTION, MONITORING, AND BLASTING RELATED SERVICES TO BE PERFORMED BY BROWARD COUNTY ENVIRONMENTAL LICENSING AND BUILDING PERMITTING DIVISION; AUTHORIZING THE CITY MANAG ER TO EXECUTE AN INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, construction materials mining activities (blasting) that are being conducted in northwest Miami-Dade County are of tremendous concern to the Miramar Commission, administration, and residents of the City because of the effects such activities have on people and property within the City; and

WHEREAS, on February 16, 2005 the City Commission initially approved Resolution No. 05-117 to establish an Interlocal Agreement (ILA) with Broward County for inspection, monitoring, and blasting related services to be performed by Broward County Environmental Licensing and Building Permitting Division; and

WHEREAS, the ILA provides a mechanism for independent monitoring of blasting vibrations, and a permanent record for comparison to the levels reported to the State Fire Marshal; and

WHEREAS, the ILA was approved by the County Commission at their April 12, 2005 meeting; and

WHEREAS, on April 4, 2007, due to the fact that the inspection, monitoring, and blasting related services had failed to reveal any blasting events that exceeded state guidelines, the City Commission approved Resolution No. 07 -135, discontinuing the City's use of ser vices by Broward County Environmental Licensing and Building Permitting Division; and

WHEREAS, due to blasting being conducted in northwest Miami -Dade County, blasting has again become a concern for the City; and

WHEREAS, the new proposed ILA is authorized by Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the new proposed ILA shall have a term of two years, unless terminated earlier by either party; and

WHEREAS, the City Manager recommends that the City Commission approve the new proposed ILA to commence upon approval by both this Commission and the County Commission; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to appr ove the new proposed ILA with Broward County and to authorize the City Manager to execute the appropriate agreement.

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

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

Section 2: That the City Commission approves the new proposed ILA with Broward County to commence upon approval by both this Commission and the County Commission for a term of two years at rates set forth in the ILA.

Section 3: That the City Manager is authorized to execute the new proposed ILA with Broward County in substantial conformity with Exhibit "A" attached hereto, together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

Return recorded document to:
Lenny Vialpando, Director
Environmental Licensing and Building Permitting Division
1 North University Drive, Bldg B, #302
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT INSPECTIONS, MONITORING, AND BLASTING RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY ENVIRONMENTAL LICENSING AND BUILDING PERMITTING DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

This Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF MIRAMAR, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, this agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, COUNTY maintains an Environmental Licensing and Building Permitting Division ("Division") that conducts inspections, monitoring, and other services related to blasting and the use of explosives within Broward County; and

WHEREAS, CITY is desirous of procuring all or some of the Services of County for the performance of inspections, monitoring, and analysis of seismographic data ("Services") within the municipal boundaries of CITY; and

WHEREAS, COUNTY, through said Division is willing to perform such Services on the terms and conditions hereinafter set forth, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1. COUNTY shall place up to three (3) seismographs at locations agreed upon by CITY and COUNTY's Blasting Official. If the seismographs are to be placed upon private property, CITY agrees to provide COUNTY with consent from the property owner(s) for placement of the seismographs and access for extracting blasting data from the seismographs.

1.2. COUNTY shall provide an inspector to monitor ten (10) blasts on dates and times agreed upon by CITY and COUNTY's Blasting Official. CITY and COUNTY anticipate that the ten (10) blasts to be monitored shall occur within three (3) months of the effective date of this Agreement.

1.3. Within ten (10) days of the tenth (10th) monitored blast, COUNTY's Blasting Official shall review the seismographic data and provide CITY with a vibration analysis of the date from the blasting events. COUNTY's analysis shall also include a brief description of the installation of the transducer.

1.4. COUNTY shall perform the Services set forth herein through the Division, or any successor division as may be designated by the County Administrator.

1.5. Additional Services may be provided to CITY upon written amendment to this Agreement, as provided in Section 8.6.

ARTICLE 2 - COMPENSATION

2.1. COUNTY shall provide Services set forth in Article 1, Sections 1.1 and 1.2, at the rate of One Hundred and 00/100 Dollars ($100.00) per hour, said amount including seismograph rental. It is estimated that approximately six (6) hours of inspector time will be required for the placement of seismographs and monitoring of each blast. COUNTY shall provide the Services set forth in Article 1, Section 1.3, at the rate of Three Hundred and 00/100 Dollars ($300.00) per hour.

2.2. COUNTY shall invoice CITY on a monthly basis for actual Services provided to CITY by COUNTY during the preceding month. CITY shall reimburse COUNTY within forty-five (45) days of the date of the invoice. CITY shall be invoiced for fractional portions of an hour in half hour increments to the nearest half hour at the rate set forth herein.

ARTICLE 3 - TERM OF AGREEMENT

3.1. This Agreement shall commence upon execution by COUNTY and shall continue in full force and effect for two (2) years.

3.2. This Agreement may be extended upon mutual, written agreement by the parties. Such written agreement need not be executed with the same formality and of equal dignity of this Agreement, but must comply with Section 8,6, below.

ARTICLE 4 – GOVERNMENTAL IMMUNITY

CITY is a State agency as defined in Section 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents and employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 5 - INSURANCE

COUNTY is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party, for convenience or for cause, upon thirty (30) days notice to the other party of such termination pursuant to Article 7, Notices, herein.

ARTICLE 7 – NOTICES

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepared, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

Director, Broward County Environmental Licensing and Building Permitting Division
1 North University Drive
Building B, Box 302
Plantation, FL 33324

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301

TO CITY:

City Manager, City of Miramar
2300 Civic Center Place
Miramar, FL 33025

With copy to:

Jamie Alan Cole, Esquire
City Attorney
Weiss Serota Helfman Cole & Bierman, P.A.
3107 Stirling Road
Fort Lauderdale, FL 33312

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1. ASSIGNMENT: COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the CITY which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

8.2. 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.

8.3. SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

8.4. ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.5. INDEPENDENT CONTRACTOR: COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.6. MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal

dignity herewith. Amendments extending the term of this Agreement pursuant to Article 3.1 or adding or deleting services to the Scope of Services, including the performance of additional monitoring services under Article 1, may be approved by the County Administrator for COUNTY and by the City Manager for CITY, provided that such amendment(s), and approval by such officials, are memorialized in writing.

8.7. CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

8.8. DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.9. RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

_____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor

____ day of _____, 20___

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR INSPECTIONS, MONITORING, AND BLASTING RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY ENVIRONMENTAL LICENSING AND BUILDING PERMITTING DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

CITY

CITY OF MIRAMAR

Attest:

By_____
Mayor-Commissioner

_____
CITY Clerk

_____ day of _____, 20_____

By_____
CITY Manager

____ day of _____, 20_____

APPROVED AS TO FORM:

By_____
CITY Attorney

5.
CONSENT AGENDA
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2016

Second Reading Date: N/A

Presenter's Name and Title: Jamie A. Cole, City Attorney, on behalf of the City Attorney's Office

Temp Reso Number: 5991

Item Description: Temp. Reso. No. 5991, APPROVING THE SETTLEMENT OF THE BODILY INJURY CLAIM OF RAMONA SISNEROS. (City Attorney Jamie Cole)

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

Summary Explanation and Background: A tentative settlement of the bodily injury claim of Ramona Sisneros was reached between counsel for the cl aimant and the City's risk administrator, Gallagher Bassett, conditioned upon City Commission approval. This Resolution seeks authorization to settle all claims, including attorney's fees and costs, for $7,500.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by 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 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 of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5991**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Jamie A. Cole, City Attorney

DATE: February 23, 2016

RE: Temp. Reso. No. 5991, authorizing settlement of the bodily injury claims of Ramona Sisneros for $7,500, including attorney's fees and costs.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5991, authorizing settlement of the bodily injury claims of Ramona Sisneros for $7,500, including attorney's fees and costs.

ISSUE: City Commission authorization is required for a bodily injury claim settlement in the amount of $7,500.

BACKGROUND: On June 9, 2015, Ramona Sisneros claims that she sustained injuries to the knee, shoulder, neck and face as a result of a trip and fall accident that occurred while she was walking on a sidewalk with uneven pavement located in the City.

Ms. Sisneros sought and received treatment for the injuries she claims she sustained and, as a result, incurred $30,165 in medical bills. She has been assigned a 14-percent permanency rating as a result of the accident.

The City's insurance administrator, Gallagher Bassett, has negotiated a settlement, subject to City Commission approval, for a total sum of $7,500, including attorney's fees and costs. Suit has not been filed in this matter.

Temp. Reso. No. 5991
2/3/16
2/4/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SETTLEMENT OF THE BODILY INJURY CLAIM OF RAMONA SISNEROS ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Claimant Ramona Sisneros ("Claimant") claims that on June 9, 2015, she sustained injuries to the knee, shoulder, neck and face as a result of a trip and fall accident that occurred while walking on a sidewalk with uneven pavement located in the City; and

WHEREAS, Claimant was ultimately assigned a 14 -percent permanency rating as a result of the accident; and

WHEREAS, Claimant sought and received t reatment for the injuries sustained and, as a result, incurred $30,165 in medical bills, which her treating physician indicates was the result of the incident; and

WHEREAS, Claimant is willing to settle all of her claims, including all costs and attorney's fees incurred in this matter, for the total sum of $7,500; and

WHEREAS, although the City does not believe that it was in any manner responsible for any of Claimant's purported injuries or damages, the City Commission desires to approve the settlement in the amount of $7,500, including attorney's fees and

costs, thereby disposing of all claims that were or could have been asserted by the Claimant against the City and its employees; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the settlement of the bodily injury claims of Claimant for the sum of $7,500.

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 it approves the settlement of all claims that were or could have been asserted by Claimant against the City and its employees as a result of the alleged injuries sustained by the Claimant on June 9, 2015, including all costs and attorney's fees, for $7,500.

Section 3: That the appropriate City officials are aut horized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and provide for payment as indicated.

Temp. Reso. No. 5991
2/3/16
2/4/16

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

6.
RESOLUTIONS
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2016

Second Reading Date:

Presenter's Name and Title: Denise A. Gibbs, City Clerk, on behalf of the Office of the City Clerk

Temp Reso Number: 5993

Item Description: Temp. Reso. No. R 5993, APPROVING APPOINTMENTS TO VARIOUS CITY BOARDS. (City Clerk Denise A. Gibbs)

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

Summary Explanation and Background: Approving appointments and providing for replacements to various City boards to fill current vacancies.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by 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 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 of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR**
- **Attachment(s)**
  - **Attachment 1: Advisory Boards Information Chart**
    2: Advisory Boards Vacancies Chart
    3: Advisory Boards Applications

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Denise A. Gibbs, City Clerk, CMC

DATE: February 9, 2016

RE: Temp. Reso. No. R5993

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5993, approving appointments and providing for replacements to various City boards.

ISSUE: City Commission approval is required to appoint members and replacement members to the Parks & Recreation Advisory Board and Teen Council Advisory Board.

BACKGROUND: The City Commission makes appointments to fill vacancies and provide replacements to various City boards, allowing the Boards to carry out their respective advisory functions.

Temp. Reso. No. 5993
2/9/16
2/16/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING APPOINTMENTS TO VARIOUS CITY BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to ordinances and resolutions, the City Commission of the City of Miramar has created various advisory boards, including the Parks and Recreation Advisory and Teen Council Advisory Board; and

WHEREAS, the City Commission desires to make appointments to these Boards in order to fill vacancies , or to provide for replacements , so that the Boards can carry out the advisory functions for which they were created.

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 appointments to the referenced City Advisory Boards are made as follows:

PARKS & RECREATION ADVISORY BOARD:

Commissioner Yvette Colbourne (1) _____

TEEN COUNCIL ADVISORY BOARD:

Commissioner Yvette Colbourne (1) _____

Section 3: That the appropriate City officials are authorized to do all things necessary or expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 5993
2/9/16
2/16/16

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

ATTACHMENT 1

COMPLETE LIST OF CITY OF MIRAMAR ADVISORY BOARDS

BOARD	NO. OF MEMBERS	MEETING DAY	MEETING PLACE	PURPOSE
Affordable Housing	11	TBD	Community Development Conference Room	To recommend specific strategies, initiatives, incentives and actions by the City in order to encourage or facilitate the creation of affordable housing.
Civil Service	7	Quarterly @ 5:30 p.m.	Human Resources Conference Room	To provide for the systematic description and review of positions in the Civil Service.
Parks & Recreation	11	4th Monday of the Month @ 6:30 p.m.	Community Development Conference Room	To stimulate greater public awareness and appreciation of the importance of recreation, athletics and special events; encourage and facilitate opportunities for residents to participate in recreational, athletic and special event activities; promote the development of community and civic organizations; encourage greater and more efficient use of public and private resources for development of recreational, athletic and special event programs.
Cultural Center ArtsPark	7	4th Tuesday of the Month @ 5:30 p.m.	Cultural Center ArtsPark Banquet Hall	To act in an advisory capacity to the City Commission in matters relating to the Cultural Center ArtsPark at the Town Center Complex.
Economic Development	7	2nd Thursday of the Month @ 5:30 p.m.	Community Development Conference Room	To provide the City with the benefit of knowledge, experience and business resources and to advise the City Commission and the City Manager as to specific issues regarding efforts to expand and diversify the commercial/industrial as well as to provide input relative to commercial redevelopment and revitalization.
Education	9	2nd Tuesday of the Month @ 6:30 p.m.	Multi-Service Complex Center Conference Room	To act in an advisory capacity to the City Commission in matters relating to the educational issues that will impact the quality of education for the residents, or will impact education facilities located within the City.
Firefighter Pension	5	Scheduled as Needed	Police Substation/Fire Station 100	To provide retirement benefits pursuant to the provisions of the City Code Article III Sec. 15-76; and to defray the reasonable expenses of the retirement plan.

COMPLETE LIST OF CITY OF MIRAMAR ADVISORY BOARDS

G.A.M.E. Pension	5	2nd Tuesday of the Month @ 10:00 a.m.	Commission Conference Room	To administer, manage and serve as trustee of the employees' fund.
Management Retirement Pension	6	Quarterly @ 10:00 a.m.	Commission Conference Room	To provide retirement benefits pursuant to the provisions of the City Code Article VI Sec. 15-350; and to defray the reasonable expenses of the retirement plan.
Planning & Zoning	8	2nd Tuesday of the Month @ 6:30 p.m.	Commission Chambers	To act as an advisory board to the City Commission on matters relating to land use.
Police Pension	6	1st Thursday of the Month @ 2:00 p.m.	Police Headquarters	To supervise the trust fund, disburse benefits from the fund through the disbursing agent and authorization from the board.
Teen Council	10	1st Thursday of the Month @ 6:00 p.m.	Community Development Conference Room	To research, review, plan and recommend to the Director of Community Services the establishment of social and recreational programs to be made available to the teenage youth of Miramar.

ADVISORY BOARD VACANCIES LIST

Advisory Boards	Applicants
PARKS & RECREATION ADVISORY BOARD Commissioner Yvette Colbourne (1)	Alfonso Arguello Cox DeAndre Carlos Ramsay Chondria Young
TEEN COUNCIL ADVISORY BOARD: Commissioner Yvette Colbourne (1)	**American Heritage** Vanya Kohlweg, 11th Grade **Everglades Senior High** Maria Bermudez, 12th Grade Kayla Caleb, 10th Grade **Miramar High** Geela Margo M. Ramos, 9th Grade **Pembroke Pines Charter** Shania Brady, 8th Grade Shaneal Morgan, 12th Grade **Somerset Academy Charter** Olivia Adoghe, 7th Grade Vance Eromosele Adoghe, 8th Grade Juan S. Agudelo, 10th Grade

PARKS
&
RECREATION
ADVISORY BOARD

MIRAMAR
PARKS & RECREATION ADVISORY BOARD
(City Code Sec. 14-26)

MEMBER DATA	COMM.	TERM	APPOINT. DATE	EXP. DATE
Errol Taylor 16497 SW 22nd Street Miramar, FL 33027 H–954-362-0529 W-305-222-1490 taylore@att.net	Barnes	At Will	06/02/09 Reso. #09-148	At Will
Adriana Fleury 6049 SW 38 Street, Apt. North Miramar, FL 33023 P-305-761-2374 S-305-547-0904 AdrianaSFleury@gmail.com	Barnes	At Will	08/21/13 Reso. #13-156	At Will
Abdool Gani 1750 SW 83 Terrace Miramar, FL 33025 (954)431-6501 (954)562-9620 chubbyag@hotmail.com	Chambers	At Will	06/03/15 Reso. #15-134	At Will
Coral Pusey 7636 Ramona Street Miramar, FL 33023 (954)964-5981 (954)593-5646 coral.pusey@yahoo.com	Chambers	At Will	06/03/15 Reso. #15-134	At Will
Michelle Moreno 6600 Evergreen Drive Miramar, FL 33023 P-954-609-8257 mmoreno0823@yahoo.com	Colbourne	At Will	05/15/13 Reso. #13-96	At Will
Vacant	Colbourne	At Will		At Will

Van Z. Harrington 3028 Dolphin Drive Miramar, FL 33025 (954)773-5233 (954)628-4638 zelldria@comcast.net	Riggs	At Will	05/20/15 Reso. #15-127	At Will
Marlene M. Hinds 19453 SW 55 Street Miramar, FL 33029 (954)435-6615 (305)796-4057 Mcamp41991@aol.com	Riggs	At Will	05/20/15 Reso. #15-127	At Will
LaTessa Hall 3061 SW 189 Terrace Miramar, FL 33029 H-954-435-6166 W-954-558-3996 latessahall.cmp@gmail.com	Messam	At Will	04/20/11 Reso. #11-99	At Will
Synthia Parchment-Green 17937 SW 33 Court Miramar, FL 33029 H-954-435-4297 W-786-469-5186 synthgr@bellsouth.net	Messam	At Will	04/20/11 Reso. #11-99	At Will
Mirlanda Registre 6749 SW 27 Court Miramar, FL 33023 P – 786-286-2018 mmirlanda@gmail.com	At-large	4 years	09/18/13 Reso. #13-172	04/17

****** 4-yr terms effective after 4/4/12 – Ordinance #12-11 ******

Staff Liaison:

Terrence Griffin, Parks & Recreation Director
Tele: (954) 602-3171
Fax: (954) 602-3605
Email: tegriffin@miramarfl.gov

Electronic Board Application

Column A.

SALUTATION Mr.
FIRST NAME Alfonso
LAST NAME Arguello
(Primary) PHONE 954-292-5971
(2nd) PHONE 954-442-0006
ADDRESS 1800 SW 195 Avenue
CITY Miramar
STATE FL
ZIP CODE 33029
EMAIL alarguello@me.com

CITY RESIDENT Yes
REGISTERED VOTER Yes

CHOICE: of BOARD or COMMITTEE
FIRST Park & Recreation
SECOND
THIRD

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I have a MBA and worked for Parks & Recreation (Miami Dade County) for 8 years

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

I am active member of the Miramar Pembroke Pines Chamber of Commerce. Also, I am a business owner in Miramar.

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL
GRADE
PARENTS EMAIL
PARENTS CONTACT
ATTENDANCE

read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Acknowledgement is required for Teen Council board position by checking box.

Previous Page

City of Miramar Advisory Board Appointment Application

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

OFFICE OF THE CITY CLERK
2015 MAY 27 PM 1:34

All applicants must reside in the CITY OF MIRAMAR and may belong to only one (1) Advisory Board at a time. Applications must be typed or printed and completed in full. Additional information may be attached.

The City Code Section 2-53, requires that all candidates for Board Appointment must be registered voters. Please have your voter's registration card with you, or, if returning the application by mail, include a photocopy of your voter's registration card with the application.

NAME: Cox De'Andre
PHONE: 786-985-4514 (Primary)
ADDRESS: 4575 SW 112th Ter, 114
Miramar, FL, 33025
PHONE: 954-687-8822 (Secondary)
EMAIL: bowlife305@gmail

CITY RESIDENT? Y/N Y
REGISTERED VOTER? Y/N Y

BOARD/COMMITTEE OF YOUR CHOICE:

FIRST: Parks and Recreation Advisory
SECOND: Education Advisory
THIRD: Civil Service Board

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

Briefly describe your specific expertise and/ or abilities relevant to your board choice(s).

High school diploma. Some college but finishing. Still enrolled. My special expertise is the washington monument.

COMMUNITY/CIVIC ORGANIZATIONS YOU ARE AFFILIATED WITH:

ORGANIZATION NAME	YEAR(S)	OFFICE HELD *i.e.chair,member*
Habeb Construction	0-1	member
Memorial temple	3+	member

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

SIGNATURE: De'Andre Cox
DATE: 08-27-2015

Electronic Board Application

Column A.

SALUTATION Mr.
FIRST NAME Carlos
LAST NAME Ramsay
(Primary) PHONE 305-632-1598
(2nd) PHONE 954-441-2221
ADDRESS 3595 sw 142 ave
CITY Miramar
STATE FL
ZIP CODE 33027
EMAIL Cramsay711@msn.com

CITY RESIDENT Yes
REGISTERED VOTER Yes

CHOICE: of BOARD or COMMITTEE
FIRST Parks and recreation
SECOND
THIRD

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

Currently coaching a u10 and a u17 soccer teams at Miramar . Have been a resident of Miramar for the last 17 years.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

I have been affiliated with Miramar PAL for the last 10 years coaching various soccer teams.

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL

GRADE

PARENTS EMAIL

PARENTS CONTACT

ATTENDANCE

read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Acknowledgement is required for Teen Council board position by checking box.

Previous Page

City of Miramar Advisory Board Appointment Application

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

All applicants must reside in the CITY OF MIRAMAR and may belong to only one (1) Advisory Board at a time. Applications must be typed or printed and completed in full. Additional information may be attached.

The City Code Section 2-53, requires that all candidates for Board Appointment must be registered voters. Please have your voter's registration card with you, or, if returning the application by mail, include a photocopy of your voter's registration card with the application.

NAME: Chondria Young
ADDRESS: 3028 Dolphin Drive
Miramar, Fl 33025

PHONE: 954-549-8871 (Primary)
PHONE: 954-773-5233 (Secondary)
EMAIL: drialb@comcast.net

CITY RESIDENT? Y/N Yes

REGISTERED VOTER? Y/N Yes

OFFICE OF THE CITY CLERK
2015 JUN -2 PM 4:10

BOARD/COMMITTEE OF YOUR CHOICE:

FIRST: Parks & Recreation
SECOND: Affordable Housing Advisory Committee
THIRD: Education Advisory Board

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

Briefly describe your specific expertise and/ or abilities relevant to your board choice(s).

I am a Government 15+ employee who has worked in the Departments Of: Parks & Recreation, Code Compliance, Building, Mayor & Council. I volunteer as a Volunteer Coordinator to assist with tutoring, special events, meetings, etc.

COMMUNITY/CIVIC ORGANIZATIONS YOU ARE AFFILIATED WITH:

ORGANIZATION NAME	YEAR(S)	OFFICE HELD *i.e.chair,member*
National Association of Volunteer Programs in Local Government	5	Volunteer Administrator
National Association of Realtors	8	Member
South Broward Board of Realtors	8	Education Committee
Toastmasters International	8	Member
Women's Council of Realtors	8	Member

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

SIGNATURE: Chondria Young

DATE: 6/2/15

NOTARY I.D. NO.
1019491

COMMISSION NO.
FF 1349

STATE OF FLORIDA

Executive Department

I, Rick Scott, Governor of Florida, by virtue of the authority vested in me
by the Constitution and Laws of this State,
do hereby commission

CHONDRIA N YOUNG

to be

NOTARY PUBLIC

in and for the State of Florida
from March 26, 2013 through March 25, 2017 and in the
Name of the People of the State of Florida to have, hold and exercise the said office and
all the powers and responsibilities appertaining thereto, and to receive the privileges
and emoluments thereof in accordance with the law,
In Testimony Whereof, I do hereunto set my hand and cause to be affixed the
Great Seal of the State, Tallahassee, Florida.

Governor

Secretary of State

ASCINC

I am a Miramar resident who as a Realtor has helped to establish growth within our City by listing and selling numerous residential properties. I am a Government worker who formerly worked in the Department of Parks & Recreation, Code Compliance, Building Department as well as Mayor & Council.I currently attend Nova Southeastern University for Business Management.Through Real-Estate I am involved in assisting with purchasing Affordable Housing as well as Housing that is safe, stable, affordable and near schools, work and community amenities which helps children succeed in school, adults advance in careers, seniors stay engaged, and communities remain enjoyable.

I am a 5 year member of NAVPLG which is the leading national association of directors, managers, and administrators of volunteer programs in local city, county and other local governments. I am also a 8 year member of Toastmaster International, which is a non-profit educational organization that teaches public speaking and leadership skills through a worldwide network of meeting locations.I am a member of both (NAR & SBBOR) National Association of Realtors & South Broward Board of Realtors since being licensed as a Realtor of 8 years. I am also a 12 year State Licensed Notary. For 15 years I have been a Volunteer Coordinator for Majestic Visions which allows me to assist with tutoring kids, coordinating special events, meeting with parents, City Officials, vendors, etc.

South Broward Board of Realtors®

Certificate of Membership

Presented to

Chondria Young

Who has successfully completed the Orientation Program pledges to abide by the Code of Ethics of the National Association of Realtors® is hereby admitted to full membership with all its rights and privileges in the

South Broward Board of Realtors®, Inc.

as a

Realtor Associate

Award this 2nd of April, 2009

Mike Wietor, President

NOVA SOUTHEASTERN UNIVERSITY
Office of Undergraduate Admissions

April 10, 2013

Chondria Young
P.O. Pox 245844
Pembroke Pines, FL 33024

Dear Chondria:

Congratulations! I am pleased to inform you that you have been fully accepted to Nova Southeastern University's undergraduate Main Campus - Evening Business Administration (Bachelor of Business Administration) program for the Summer 2013 semester. Your file is complete with official transcripts and all necessary documents.

Main Campus (Fort Lauderdale) and Online Students:
If you have not already done so, please contact the New Student Orientation office locally at (954) 262-8050 to reserve a place at orientation and for registration information. You may also log on to the website to choose your Orientation date at: http://www.nova.edu/studentorientation/.

Off Campus Students:
If you have not already done so, please contact the Academic Program Manager at your local student service center.

Jacksonville: (904) 245-8900
Las Vegas: (702) 365-6682
Miami-Dade: (305) 274-1021
Orlando: (407) 264-5600
Palm Beach: (561) 622-7018
Tampa: (813) 574-5290

Caribbean Contact Numbers:
Academic Advisor: (954) 262-8752 (U.S. number)
Coordinator of International Student Affairs: (954) 262-7805 (U.S. number)
Bahamas location: (242) 364-6766
Kingston location: (876) 929-7066
Turks and Caicos (954) 262-8406 (U.S. number)

Thank you for deciding to enroll at Nova Southeastern University. Many undergraduate students have found the NSU programs to be stimulating, challenging, and rewarding experiences. I hope that you will have a similar experience and wish you every success.

Sincerely,

Maria Dillard
Executive Director of Enrollment Management

NSU ID: N01538553

3301 College Avenue • Fort Lauderdale, Florida 33314-7796
(954) 262-8000 • 800-338-4723, ext. 28000 • Email: *admissions@nova.edu*

YOUR PRECINCT NUMBER *EL NUMERO DE SU RECINTO ELECTORAL* ▶ W025
YOUR POLLING LOCATION *Su Centro De Votación*

Fairway Elementary School
7850 Fairway Blvd Miramar FL 33023

YOU ARE ELIGIBLE TO VOTE FOR A REPRESENTATIVE IN EACH DISTRICT LISTED
USTED TIENE EL DERECHO DE VOTAR POR UN REPRESENTANTE DE CADA DISTRITO ENUMERADO

US CONGRESS *Congreso de los EUA*	STATE SENATE *Senado Estatal*	STATE HOUSE *Cámara Estatal*
24	36	102
COUNTY COMMISSION *Comisión del Condado*	**SCHOOL BOARD** *Junta Escolar*	**MUNICIPALITY** *Municipio*
8	2	Miramar

REGISTRATION NO. 102334043 *NO. DE INSCRIPCIÓN*

VOTER INFORMATION CARD, BROWARD COUNTY, FL
TARJETA DE INFORMACIÓN DEL ELECTOR, CONDADO DE BROWARD, FL

REGISTRATION NUMBER *Número de Inscripción*	REGISTRATION DATE *Fecha de Inscripción*	PRECINCT *Recinto Electoral*
102334043	Dec/01/2003	W025

Chondria N Young
3028 Dolphin Dr
Miramar FL 33025

Sep/16/1968 Dem Date Issued: Jan/17/2014

Reprecincting New Card

Brenda C. Snipes Dr. Brenda C. Snipes, Supervisor of Elections

Owned and Operated by NRT LLC.

DRIA YOUNG, LLC
Realtor
954-549-8871 CELL

954-963-1600 OFFICE
954-987-2478 FAX
Chondria.Young@Floridamoves.com

COLDWELL BANKER
REALTOR MLS
RESIDENTIAL REAL ESTATE

3319 Sheridan Street
Hollywood, Fl 33021

www.floridamoves.com/Chondria.Young

City of North Miami Beach, Florida
DEPARTMENT OF PARKS & RECREATION

Dria N. Young
Administrative Assistant III

17051 N.E. 19th Avenue
North Miami Beach, FL 33162
Tel: (305) 948-2957 • Fax: (305) 787-6040
E-Mail: dria.young@citynmb.com

TEEN COUNCIL ADVISORY BOARD

MIRAMAR
TEEN COUNCIL ADVISORY BOARD
(City Code Sec. 2-105.4)

MEMBER DATA	COMM.	***TERM	APPT. DATE
Kayla Clarke **Somerset Academy Charter** 12963 SW 28 Court Miramar, FL 33027 (954)770-5304 (954)433-0148 Kaylaclarke98@gmail.com	Barnes	1 Year	09/16/15 Reso. No. 15-208
Payton Restrepo **Everglades High** 17421 SW 29 Court Miramar, FL 33029 (954)432-0223 (954)501-1479 maryeres@aol.com	Barnes	1 Year	09/16/15 Reso. No. 15-208
Matthew Bonachea **Somerset Arts Conservatory** 2747 SW 129 Avenue Miramar, FL 33027 (954)401-1197 bonacheam@gmail.com	Chambers	1 Year	11/23/15 Reso. No. 16-38
Brandon A. Cowell **McFatter Technical High** 15261 SW 18 Street Miramar, FL 33027 (954)232-4365 (954)296-4397 lorrainecowell@comcast.net	Chambers	1 Year	11/23/15 Reso. No. 16-38
Gina King **Weston Christian Academy** 12531 SW 18 Street Miramar, FL 33027 (786)879-9649 (786)501-5465 Ginatking02@gmail.com	Colbourne	1 Year	09/16/15 Reso. No. 15-208
Vacant	Colbourne	1 Year	
Zarria Hill **Miramar High** 8419 SW 22 Street Miramar, FL 33025 (954)639-6135 (305)812-4313 zazahill@gmail.com	Riggs	1 Year	09/16/15 Reso. No. 15-208
Looghermine Claude **Pembroke Pines Charter** 11300 SW 20 Street Miramar, FL 33025 (954)245-2256 (954)443-4038 Looghermine.claude@gmail.com	Riggs	1 Year	09/16/15 Reso. No. 15-208
Matthew Francis **Everglades High School** 18242 SW 27 Street Miramar, FL 33029 (954)558-0010	Messam	1 Year	11/23/15 Reso. No. 16-38
Talia Byrd **Pembroke Pines Charter School** 18980 SW 30 Street Miramar, FL 33029 (954)393-9064 (305) 494-3951 Talia23@comcast.net karinadesign@comcast.net	Messam	1 Year	11/23/15 Reso. No. 16-38

******Reappointments shall be made in September******

Staff Liaison:
Antoinette Bellinger, Parks & Recreation Administrator
Tele: (954) 602-3343
Fax: (954) 602-3574
Email: abellinger@miramarfl.gov

Rev. 2/9/2016

AMERICAN HERITAGE SCHOOL

Electronic Board Application

Column A.

SALUTATION Ms.
FIRST NAME Vanya
LAST NAME Kohlweg
(Primary) PHONE 9546045547
(2nd) PHONE
ADDRESS 16398 SW 27th ST
CITY Miramar
STATE FL
ZIP CODE 33027
EMAIL pl207391@ahschool.com

CITY RESIDENT REGISTERED VOTER Yes

CHOICE: of BOARD or COMMITTEE
FIRST
SECOND
THIRD

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I participate in various service and leadership roles. I'm president of my school's photography club and the president of my school's chapter of Feeding South Florida. I'm a volunteer at the Young at Art Museum and have dedicated 160 hours to them.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

Young at Art Museum - 2014-2016 (Intern, Volunteer, Event Photographer, Photography Instructor)

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL American Heritage School

GRADE 11

PARENTS EMAIL ursulakohlweg@aol.com

PARENTS CONTACT 7862461812

Y read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

EVERGLADES SENIOR HIGH SCHOOL

Electronic Board Application

Column
A.

SALUTATION Miss
FIRST NAME maria
LAST NAME bermudez
(Primary) PHONE 9546621077
(2nd) PHONE 9546621077
ADDRESS 15621 sw 39th st
CITY Miramar
STATE FL
ZIP CODE 33027
EMAIL mjbroxursox@gmail.com

CITY RESIDENT REGISTERED VOTER Yes

CHOICE: of BOARD or COMMITTEE
FIRST
SECOND
THIRD

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I believe i am qualified for the youth advisory council because i am a leader in my community and school. I am a fellow for organizing for action,the parliamentarian for enviromental club, and a board member for Florida future educators.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

I am a fellow for organizing for action, where i have been a fellow since fall of 2013. I was the deputy lead for the affordable care act.

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL everglades high school

GRADE 12

PARENTS EMAIL mjbroxursox@gmail.com

PARENTS CONTACT 7544222250

ATTENDANCE Yes

ANSWER IF NO

Y read About Teen Coucil Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

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Print this page.

Updated 8/25/15

Electronic Board Application

Column A.

SALUTATION Ms.
FIRST NAME Kayla
LAST NAME Caleb
(Primary) PHONE 9546127768
(2nd) PHONE
ADDRESS 2774 SW 137 Terrace
CITY Miramar
STATE FL
ZIP CODE 33027
EMAIL kaylacaleb@bellsouth.net

CITY RESIDENT Yes
REGISTERED VOTER

CHOICE: of BOARD or COMMITTEE
FIRST
SECOND
THIRD

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I am in the 10th grade with a 3.0 gpa.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

Member of Girls of Transformation Mentoring Program, Inc, service(i.e. 2014-2015. I'm a teen role model for my peer group.

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL Everglades High School
GRADE 10
PARENTS EMAIL sonyacrews@bellsouth.net
PARENTS CONTACT 9546127768
ATTENDANCE Yes

Y read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

Previous Page

MIRAMAR HIGH SCHOOL

OFFICE OF THE CITY CLERK
MIRAMAR
2015 SEP -2 PM 12:08

TEEN COUNCIL ADVISORY BOARD APPLICATION

All applicants submitting an application for appointment must reside in the "City of Miramar" and may belong to only one Advisory Board or Committee. All applications must be completed in full. Incomplete applications will not be accepted. **Please type or print all information legibly.**

NAME: Geela Margo M. Ramos EMAIL: Athermis08@gmail.com

ADDRESS: 14133 SW 52nd St. CITY: Miramar ZIP: 33027

CONTACT #: 954-940-8112 SCHOOL: Miramar High GRADE: 9th

PARENT/GUARDIAN CONTACT #: 954-940-8112

PARENT/GUARDIAN EMAIL: Riomargo1318@aol.com

MY COMITTMENT OF PARTICIPATION: The Teen Council Advisory Board meets the first Thursday of each month from 6:00 p.m. – 7:30 p.m. Are you able to attend meetings on the mentioned days and times? (✓) Yes ( ) No

If no, please explain why: _____

QUALIFICATIONS: Briefly describe your experience and or abilities which you feel can contribute to this board. Additional information may be included with attachments or you may use the back of this application if necessary.

Kindly see attachment.

COMMUNITY / CIVIC ORGANIZATIONS: Please list any Community / Civic Organizations you belong to. List the number of years, and any office you held (if any). **For Organizations you are currently participating in, please provide the days and times.** Additional information may be included with attachments or you may use the back of this application if necessary.

1. SY 2014 - 2015 MEMBER MIRAMAR TEEN COUNCIL
2. SY 2013 - 2014 SECRETARY MIRAMAR TEEN COUNCIL
3. 2014 - PRESENT TEAM CAPTAIN DH'S TAE KWON DO DEMO TEAM

ACKNOWLEDGEMENT: I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that all appointments are for voluntary, uncompensated service. **I understand after three (3) absences of meetings I may be removed from the board.** If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Applicant Signature: Geela Margo M. Ramos Date: 08.31.15

Parent / Guardian Signature: [signature] Date: 08.31.15

Qualifications:

For having served two years in Miramar Teen Council, I feel that I can contribute more with what I learned from my past experiences. I've learned how working in this advisory board is not something to just underestimate; it's not just about going to the meetings. Going to these meetings mean fully participating in them and actively working in and out of the meetings in order to establish new beneficial programs for our youth, as well as helping out around the community. Not only does Miramar Teen Council build on our leadership skills but also cooperation skills and how to keep a positive outlook for the future. I believe that I meet the standards for these abilities in order to benefit this advisory board, and it would be a pleasure being able to serve another term among this council once again to continuously help improve Miramar for the teen population.

Additional Information:

- Was Valedictorian of Somerset Miramar Middle (2014-2015 Graduation)
- Had Top Honors in Math (Geometry) and Language Arts, and Was Part of the Top Five Academic Students of Somerset Miramar Middle (2014-2015 Graduation)
- Am Oh's Taekwondo Demo Team Captain

Gisela Margo M. Ramos 083115

PEMBROKE PINES CHARTER

Electronic Board Application

Column A.

SALUTATION	Choose One
FIRST NAME	Shania
LAST NAME	Brady
(Primary) PHONE	954-433-2651
(2nd) PHONE	954-892-3309
ADDRESS	1857 SW 103 Ave
CITY	Miramar
STATE	FL
ZIP CODE	33025
EMAIL	Sbrady@pinescharter.net
CITY RESIDENT REGISTERED VOTER	Yes
CHOICE:	of BOARD or COMMITTEE
FIRST	
SECOND	
THIRD	

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I am a very outgoing young lady who is very interested in becoming more involved in my community

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

2012 - present - Kids World Volunteer, Oasis Church of Pembroke Pines 2013 NVEE Peace Ambassador program

ACKNOWLEDGEMENT:
I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORYBOARD**

SCHOOL	Pines Charter
GRADE	8
PARENTS EMAIL	andrenettem@aol.com
PARENTS CONTACT	954-892-3309
ATTENDANCE	Yes
ANSWER IF NO	Yes I am

Y read About Teen Coucil Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

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Updated 8/25/15

Electronic Board Application

Column A.

SALUTATION	Choose One
FIRST NAME	shaneal
LAST NAME	morgan
(Primary) PHONE	9543975005
(2nd) PHONE	
ADDRESS	4341 sw 160th ave apt 211
CITY	Miramar
STATE	FL
ZIP CODE	33027
EMAIL	morganshaneal@gmail.com
CITY RESIDENT REGISTERED VOTER	Yes
CHOICE:	of BOARD or COMMITTEE
FIRST	
SECOND	
THIRD	

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I have plenty of leadership skills and I'm a very organized person. I also like to expand my ideas and help others in need. I feel like being on the teen council will only further my leadership skills and impact the lives of others.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

I am apart of BSU (black student union), which helps gather ideas on how to help the community and further their knowledge of the black culture and what's going on in our lives today.

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL	pembroke pines charter high school
GRADE	12
PARENTS EMAIL	cindylew05@yahoo.com
PARENTS CONTACT	9542979610

Y read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

Updated 8/25/15

SOMERSET ACADEMY CHARTER SCHOOL

Electronic Board Application

Column A.

SALUTATION	Ms.
FIRST NAME	Olivia
LAST NAME	Adoghe
(Primary) PHONE	9544426577
(2nd) PHONE	3055287508
ADDRESS	17396 SW 33rd CT
CITY	Miramar
STATE	FL
ZIP CODE	33029
EMAIL	Ladoghe@yahoo.com
CITY RESIDENT REGISTERED VOTER	Yes
CHOICE:	of BOARD or COMMITTEE
FIRST	
SECOND	
THIRD	

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I have lived here since I was born and believe that I can make a difference and morph this town into a better version of itself. Also I am good with people and teamwork, and taking a business class in my school.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

List the organization name, years of service(i.e. 2001-2002), and offices held(i.e.chair, member), in place of these directions. Your input is limited to 254 characters.

ACKNOWLEDGEMENT:
I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL	Somerset Academy
GRADE	7
PARENTS EMAIL	Ladoghe@yahoo.com
PARENTS CONTACT	3055287508
ATTENDANCE	Yes
ANSWER IF NO	

Y read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

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Log Out

Print this page.

Electronic Board Application

Column A.

SALUTATION	Mr.
FIRST NAME	Vance Eromosele
LAST NAME	Adoghe
(Primary) PHONE	3055287508
(2nd) PHONE	9544426577
ADDRESS	17396 SW 33 ct
CITY	Miramar
STATE	FL
ZIP CODE	33029
EMAIL	Ladoghe@yahoo.com
CITY RESIDENT REGISTERED VOTER	Yes
CHOICE:	of BOARD or COMMITTEE
FIRST	
SECOND	
THIRD	

QUALIFICATIONS/EDUCATIONAL BACKGROUND:

I am an articulate person capable of speaking in public and sharing my opinion. I have also completed and passed my 7th grade US history which will enable me serve in this capacity.

COMMUNITY/CIVIC ORGANIZATION YOU ARE AFFILIATED WITH:

- served in the Thanksgivng feed the homeless 2 years - building a community herb garden at Country club middle , Miami Lakes - although I have limited experience I am eager to learn and serve my community

ACKNOWLEDGEMENT:

I understand that in accordance with the Florida Sunshine Law, this information may be made public. If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida. Particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Y Acknowledgement is required for board position by checking box.

Column B. **Only for the TEEN COUNCIL ADVISORY BOARD**

SCHOOL	Somerset Academy
GRADE	8
PARENTS EMAIL	Ladoghe@yahoo.com
PARENTS CONTACT	3055287508

Y read About Teen Council Advisory Board.

I understand that after three (3) absences of meetings, I may be removed from the board.

Y Acknowledgement is required for Teen Council board position by checking box.

ATTENDANCE	Yes	Previous Page
ANSWER IF NO	Your input is limited to 254 characters. If no, please explain why:	Log Out

Print this page.

CITY OF MIRAMAR TEEN COUNCIL ADVISORY BOARD / COMMITTEE

APPLICATION FOR APPOINTMENT

All applicants submitting an application for appointment must reside in the "City of Miramar" and may belong to only one Advisory Board or Committee. Application must be completed in full. Incomplete applications will not be accepted. **Please type or print all information legibly.**

NAME: Juan S. Agudelo EMAIL: anjuanse@hotmail.com

ADDRESS: 5030 SW 126 Ave #235 CITY: Miramar ZIP: 33027

CONTACT #: (786)-718-8636 SCHOOL: Somerset Academy Chapel Trail GRADE: 10th

PARENT/GUARDIAN CONTACT #: (786)-715-0601 (Angelica Arias)

PARENT/GUARDIAN EMAIL: anjuanse@me.com

MY COMITTMENT OF PARTICIPATION: The Teen Council Advisory Board meets the first Thursday of each month from 6:00pm – 7:30pm. Are you able to attend meetings on the mentioned days and times? ✓ Yes ____ No

If no, please explain why: ____

QUALIFICATIONS: Briefly describe your experience and or abilities which you feel can contribute to this board. Additional information may be included with attachments or you may use the back of this application if necessary.

- Personally, I consider myself to be an informed person in political, culture, and society based aspects. I am currently in the top 2% of my class in accordance to class rank. As well, I am taking all AP and Honors courses, with a GPA around 5.0

COMMUNITY / CIVIC ORGANIZATIONS: Please list any Community / Civic Organizations you belong to. List the number of years, and any office you held (if any). **For Organizations you are currently participating in, please provide the days and times.** Additional information may be included with attachments or you may use the back of this application if necessary.

1. Miramar United Elite FC U16 - Co captain (leadership position)
2. MLUESC - served as a head coach for 07 boys recreatonial team
3. Mua Alpha Theta - Mathematics Honor society

ACKNOWLEDGEMENT: I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that all appointments are for voluntary, uncompensated service. **I understand after three (3) absences of meetings I may be removed from the board.** If appointed, I agree to faithfully and fully perform the duties of my office and will comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements.

Applicant Signature: ____ Date: 10-20-2015

Parent / Guardian Signature: ____ Date: 10-20-2015

7.
RESOLUTIONS
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: February 23, 2016

Second Reading Date:

Presenter's Name and Title: Hong Guo, P.E., Utilities Director, on behalf of the Utilities Department, and Randy Cross, Procurement Director, on behalf of the Procurement Department

Temp Reso Number: 5980

Item Description: Temp. Reso. No. 5980, APPROVING AN AMENDMENT TO THE DESIGN - BUILD AGREEMENT WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. AND RELATED EXPENDITURE IN AN AMOUNT NOT TO EXCEED $1,200,000, FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FL AMINGO ROAD RECLAIMED WATER DISTRIBUTION MAIN PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT; AUTHORIZING CONTINGENCY FUNDS IN AN AMOUNT NOT -TO-EXCEED $60,000 FOR UNFORESEEN CONDITIONS ASSOCIATED WITH THE PROJECT . (Utilities Director Hong Guo and Procurement Director Randy Cross)

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

Summary Explanation and Background: On May 20, 2015 , the City Commission adopted Resolution No. 15-124, approving the award of a design/build contract to Southern Underground Industries, Inc. (the "Contractor"), for the provision of pre-construction services for the Flamingo Road Reclaimed Water Distribution Main (the "Project").

The Agreement is comprised of two tasks: "Task 1," representing pre-construction services, including development of design, construction specifications and contract documents for the Project ; and "Task 2," which includes the construction services associated with the Project.

On May 26, 2015, a Notice to Proceed was issued to the Contractor to complete Task 1 of the Agreement. Upon completion of Task 1, the City entered into negotiations with the Contractor for the issuance of a total construction price to construct the Project. On January 5, 2016, the City and the Contractor successfully negotiated to proceed with Task 2 (construction services) in an amount not -to-exceed $1,200,000. City staff also recommends approval of $60,000 in contingency funds to co ver the cost of unforeseen conditions.

The City Manager recommends that the City Commission approve and authorize the execution of an amendment with the Contractor, and the associated expenditure in an am ount not-to-exceed $1,200,000 and contingency fund in an amount not -to-exceed $60,000, for Task 2, for the pro vision of construction services for the Project.

Instructions for the Office of the City Clerk:

Public Notice – As Required by 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 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 of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for the construction services portion of the contract has been appropriated as follows:
$818,200 in Reclaimed Water Distribution, Account No. 414-55-806-533-000-606510-52047;
$98,146 in Reclaimed Water System Expansion, A ccount No. 414-55-802-533-000-606510-52012; and
$345,654 in Reserve Fund, Account No. 410-90-000-536-000-606499.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5980**
  - **Exhibit A: Amendment**
- **Attachment(s)**
  - **Attachment 1: Schedule of Values - Construction Phase**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Hong Guo, P.E., Director of Utilities

DATE: January 6, 2016

RE: Temp. Reso. No.5980, approving and authorizing execution of an amendment to the Design-Build Agreement with Southern Underground Industries, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5980, approving and authorizing execution of an amendment of the Design-Build Agreement (the "Agreement") with Southern Underground Industries, Inc. (the "Contractor"), and associated expenditure in an amount not-to-exceed $1,200,000 and contingency fund in an amount not-to-exceed $60,000, for construction services for the Flamingo Road Reclaimed Water Distribution Main Project (the "Project").

ISSUE: City Commission approval is required for purchases exceeding the $50,000 per-vendor fiscal limit, in accordance with Section 2-412 of the City Code.

BACKGROUND: The City Wastewater Reclamation Facility treats and provides approximately 4.0 million gallons per day of reclaimed water for beneficial reuse within the reclaimed water service area that covers the area between Palm Avenue and I-75. The City continues to expand the reclaimed water distribution system so that additional irrigation users do not have to draw water from groundwater aquifer or fresh surface water for irrigation usage.

The City has identified several commercial and residential developments along Flamingo Road between Somerset and Miramar Boulevards that could be connected to the reclaimed water system for irrigation. In order to connect these developments, a new distribution main needs to be constructed to supply reclaimed water. An eight-inch diameter reclaimed water main is proposed along Flamingo Road where it will connect to an existing eight-inch diameter reclaimed

water main located in the southern right-of-way of Somerset Boulevard east-bound lane. From the point of connection, the reclaimed water main is to run north along Flamingo Road and connect to an existing eight-inch main at the north property line of the proposed Wal-Mart site, providing connections to Silver Falls, Atlantic Commons, Wal-Mart Shopping Plaza, Miramar Square Shopping Plaza, Aviation Sales and the Flamingo Roadway median. The proposed main will also have a canal crossing at the C-9 canal and several road crosses to serve the communities identified. The estimated total length of the main is approximately 9,000 linear feet.

On May 20, 2015, the City Commission adopted Resolution No. 15-124, approving the award of the Agreement with the Contractor, for the provision of design services for the Project. The Agreement is comprised of two tasks: "Task 1," representing design services, including the development of design, construction specifications and contract documents for the Project, and "Task 2," which includes the construction services associated with the Project.

On May 26, 2015 a Notice to Proceed was issued to the "Contractor" to complete Task 1 of the Agreement. Upon completion of Task 1, the City entered into negotiations with the Contractor for the issuance of a total price to construct the Project. On January 5, 2016, the City and the Contractor successfully negotiated to proceed with Task 2 for construction services for the Project in an amount not-to-exceed $1,200,000. City staff also recommends $60,000 in contingency funds to cover the cost of unforeseen conditions.

Temp. Reso. No. 5980
1/6/16
2/10/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AMENDMENT TO THE DESIGN-BUILD AGREEMENT WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. AND RELATED EXPENDITURE IN AN AMOUNT NOT TO EXCEED $1,200,000 , FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FLAMINGO ROAD RECLAIMED WATER DISTRIBUTION MAIN PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT; AUTHORIZING CONTINGENCY FUNDS IN AN AMOUNT NOT -TO-EXCEED $60,000 FOR UNFORESEEN CONDITIONS ASSOCIATED WITH THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2015, the City Commission adopted Resolution No. 15 - 24, approving and authorizing the City Manager to execute an agreement (the "Agreement") with Southern Underground Industries, Inc. (the "Contractor"), for the provision of design services for the Flamingo Road Reclaimed Water Distribution Main Project (the "Project"); and

WHEREAS, on May 26, 2015, City staff issued a Notice to Proceed authorizing the Contractor to develop the design, construction documents and specifications for the Project ("Task 1"); and

WHEREAS, upon completion of Task 1, and as prescribed by the Agreement, City staff initiated negotiations with the Contractor to reach a price for the construction phase of the Project ("Task 2") that would be fair, competitive and reasonable; and

WHEREAS, on January 5, 2016, the Contractor submitted its final proposal as to the scope of services for the construction services for Task 2, including a contract sum and Project completion date; and

WHEREAS, the Proposal was evaluated by City staff and determined to be in compliance with the City's criteria and standards established for the Project; and

WHEREAS, the City Manager recommends that the City Commission approve and authorize execution of an amendment to the Agreement with the Contractor, and approve the associated expenditure in an amount not-to-exceed $1,200,000 and contingency in an amount not-to-exceed $60,000, for the provision of construction services for Task 2 of the Project; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and authorize the City Manager to execute an amendment to the Agreement with the Contractor, and approve the associated expenditure in an amount not-to-exceed $1,200,000 and contingency in an amount not-to-exceed $60,000, for the provision of construction services for Task 2 of the Project, for a total allocation not-to-exceed $1,260,000.

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 hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That it approves the amendment to the Agreement with Southern Underground Industries, Inc., and the associated expenditure in an amount not-to-exceed $1,200,000 and contingency fund in an amount not-to-exceed $60,000, for the provision of construction services for the design-build of the Flamingo Road Reclaimed Water Distribution Main Project

Section 3: That it authorizes the City Manager to execute the amendment to the Agreement with Southern Underground Industries, Inc. in the form attached hereto as Exhibit "A," together with any non-substantive changes are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

CONTRACT AMENDMENT

TO DESIGN-BUILD AGREEMENT

FOR THE FLAMINGO ROAD RECLAIMED WATER DISTRIBUTION MAIN

This Contract Amendment (the "Amendment") to the Design-Build Agreement (the "Agreement") dated May 20, 2015, as approved by Resolution No. 15-124, is made and entered into as of this _____ day of _____, 2016, by and between THE CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "City"), and SOUTHERN UNDERGROUND INDUSTRIES, INC., a Florida Corporation (the "Contractor").

RECITALS:

WHEREAS, the Agreement was approved by the Miramar City Commission on May 20, 2015 by Resolution 15-124; and

WHEREAS, the Agreement includes two distinct phases of services by the Contractor, which require separate authorization and approval by the City Commission, namely "Task 1" for design services, and "Task 2" for construction services, as described in the Agreement; and

WHEREAS, pursuant to Agreement, the second phase of service shall consist of the construction services, which are subject to the negotiation between parties and the approval by the City Commission, including for Contract Sum and Contract Time; and

WHEREAS, the City's representative and the Contractor have negotiated the Contract Sum and Contract time for Task 2 for the provision of construction services, as described in the January 5, 2016, Proposal of Scope of Service for the Task 2: Construction Services and supporting documents submitted by the Contractor, a copy of which is attached hereto as Exhibit A; and

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the proposed Construction Phase Contract Sum is $1,200,000. Moreover, the parties agree that it is in the City's best interest to set aside $60,000 in additional funds (comprised of contingency funds for unforeseen conditions) for a Total Project budget for the "Task 2: Construction Services" of $1,260,000. The Proposal of Scope of Service for the "Task 2: Construction Services"

shall become part of and shall be incorporated into the terms of the Agreement and this Amendment for all purposes.

2. Time is of the essence in the Project. The Contractor shall attain Substantial Completion within 240 calendar days of the issuance of a Notice to Proceed. Final Completion shall be attained within 270 days of the issuance of a Notice to Proceed.

3. Upon adoption of the City Commission Resolution approving the proposed amendment, the City staff is authorized to issue a Notice to Proceed reflecting the terms approved by the City Commission for commencement of the "Task 2: Construction Services".

4. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Agreement or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Agreement unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance of the second phase under the Agreement and Contract Documents.

5. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

6. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: CITY, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by CONTRACTOR, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

_____
Denise A. Gibbs
City Clerk

CITY OF MIRAMAR

By:_____
Kathleen Woods-Richardson
City Manager

Dated: _____

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

_____
City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

FOR CONTRACTOR:

WITNESSES:

_____

Print Name: _____

_____

By: _____

Print Name: _____

Dated: _____

Print Name:_____

State of Florida)
County of)

On this, the ____day of _____2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of officer), _____ (title), of Southern Underground Industries, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____as identification.

_____
Notary Public, State of Florida

_____Printed, typed or stamped name of Notary Public

My Commission Expires:

CITY OF MIRAMAR
FLAMINGO ROAD RECLAIMED WATERMAIN DESIGN BUILD

Schedule of Values - Construction Phase

	GENERAL	01025	Quantity	Unit	Unit Price	Amount
1	Bonds and Insurance	1.02	1	LS	$ 30,000.00	$ 30,000.00
2	Mobilization	1.03	1	LS	$ 101,604.73	$ 101,604.73
3	Maintenance of Traffic	1.04	1	LS	$ 42,200.00	$ 42,200.00
4	Survey Layout and Asbuilts	1.05	1	LS	$ 13,000.00	$ 13,000.00
	GENERAL SUBTOTAL					$ 186,804.73
	RECLAIMED WATERMAIN					
5	8" HDPE Reclaimed Watermain Pipe (horizontal pipe length to be installed via directional drill)	1.06	7835	LF	$ 12.67	$ 99,269.45
6	4" HDPE Reclaimed Watermain Pipe (horizontal pipe length to be installed via directional drill)	1.06	110	LF	$ 10.00	$ 1,100.00
7	Perform Horiztonal Directional Drill (not including material)	1.07	7945	LF	$ 57.28	$ 455,089.60
8	Furnish and Install 8" PVC Reclaimed Watermain Pipe (via open cut)	1.06	607	LF	$ 33.00	$ 20,031.00
9	Furnish and Install 8" DIP Reclaimed Watermain Pipe (via open cut)	1.06	698	LF	$ 58.50	$ 40,833.00
10	Furnish and Install 4" PVC Reclaimed Watermain Pipe (via open cut)	1.06	15	LF	$ 28.60	$ 429.00
11	Furnish and Install 4" DIP Reclaimed Watermain Pipe (via open cut)	1.06	249	LF	$ 40.10	$ 9,984.90
12	Furnish and Install Pressure Main Fittings	1.08	4	TON	$ 10,728.19	$ 42,912.76
13	Furnish and Install 8" Gate Valves	1.09	29	EA	$ 1,500.00	$ 43,500.00
14	Furnish and Install 6" Gate Valves (at Fire Hydrants)	1.09	3	EA	$ 1,335.00	$ 4,005.00
15	Furnish and Install 4" Gate Valves	1.09	6	EA	$ 1,050.00	$ 6,300.00
16	Furnish and Install 4" Check Valves	1.09	6	EA	$ 1,175.00	$ 7,050.00
17	Furnish and Install 8" Air Release Valve	1.10	15	EA	$ 1,750.00	$ 26,250.00
18	Furnish and Install New Fire Hydrant Assembly	1.11	3	EA	$ 2,800.00	$ 8,400.00
19	Furnish and Install 4" Plug & Blow Off Assembly	1.12	4	EA	$ 1,255.00	$ 5,020.00
20	Furnish and Install 8" Plug & Blow Off Assembly	1.12	8	EA	$ 1,410.00	$ 11,280.00
21	Connect to Existing Reclaimed Water Main	1.13	2	EA	$ 3,500.00	$ 7,000.00
22	Connect to Existing Irrigation System	1.13	2	EA	$ 3,500.00	$ 7,000.00
	RECLAIMED WATERMAIN SUBTOTAL					$ 795,454.71
	RESTORATION					
23	Remove and Dispose of Existing Asphalt Pavement	1.14	595	SY	$ 6.00	$ 3,570.00
24	Stabilization of Subgrade (12")	1.15	595	SY	$ 10.00	$ 5,950.00
25	Furnish and Compact Limerock Base (16")	1.16	595	SY	$ 39.00	$ 23,205.00
26	Furnish and Install Asphalt Pavement - 1" SP 12.5	1.17	595	SY	$ 14.00	$ 8,330.00
27	Furnish and Install Asphalt Pavement - 1" SP 9.5	1.17	595	SY	$ 14.00	$ 8,330.00
28	Mill & Resurface Asphalt Pavement (1")	1.18	4054	SY	$ 15.75	$ 63,850.50
29	Concrete Restoration (Sidewalk and Median)	1.19	48	SY	$ 55.00	$ 2,640.00
30	Furnish and Install Curbing	1.20	320	LF	$ 45.00	$ 14,400.00
31	Furnish and Install ADA Curb Ramps	1.21	3	EA	$ 500.00	$ 1,500.00
32	Paver Median Restoration	1.22	25	SY	$ 70.00	$ 1,750.00
33	Furnish and Install Sod	1.23	1925	SY	$ 4.20	$ 8,085.00
34	Furnish and Install Pavement Markings (include temp)	1.24	2900	LF	$ 1.50	$ 4,350.00
35	Furnish and Install Pavement Symbols	1.25	2	EA	$ 300.00	$ 600.00
36	Furnish and Place Reflective Pavement Markers	1.26	200	EA	$ 5.50	$ 1,100.00
37	Relocation of Existing Tree	1.27	3	EA	$ 500.00	$ 1,500.00
	RESTORATION SUBTOTAL					$ 149,160.50

	MISCELLANEOUS				
38	Permit Fees - Broward County HCED (3.84% of Construction Cost)	1	LS	$ 36,578.31	$ 36,578.31
39	Engineering - Construction Phase	1	LS	$ 32,001.75	$ 32,001.75
	MISCELLANEOUS SUBTOTAL				$ 68,580.06
	TOTAL BASE AMOUNT:				**$ 1,200,000.00**

BID ALTERNATE

(OPEN CUT OF CROSSINGS AT STATIONS: 880+62, 890+30, 909+56 IF HDD INSTALLATION NOT POSSIBLE)

		01025	Quantity	Unit	Unit Price	Amount
5	8" HDPE Reclaimed Watermain Pipe (horizontal pipe length to be installed via directional drill)	1.06	-218	LF	$ 12.67	$ (2,762.06)
6	4" HDPE Reclaimed Watermain Pipe (horizontal pipe length to be installed via directional drill)	1.06	-110	LF	$ 10.00	$ (1,100.00)
7	Perform Horiztonal Directional Drill (not including material)	1.07	-328	LF	$ 57.28	$ (18,787.84)
9	Furnish and Install 8" DIP Reclaimed Watermain Pipe (via open cut)	1.06	218	LF	$ 58.50	$ 12,753.00
11	Furnish and Install 4" DIP Reclaimed Watermain Pipe (via open cut)	1.06	110	LF	$ 40.10	$ 4,411.00
23	Remove and Dispose of Existing Asphalt Pavement	1.14	325	SY	$ 6.00	$ 1,950.00
24	Stabilization of Subgrade (12")	1.15	325	SY	$ 10.00	$ 3,250.00
25	Furnish and Compact Limerock Base (16")	1.16	325	SY	$ 39.00	$ 12,675.00
26	Furnish and Install Asphalt Pavement - 1" SP 12.5	1.17	325	SY	$ 14.00	$ 4,550.00
27	Furnish and Install Asphalt Pavement - 1" SP 9.5	1.17	325	SY	$ 14.00	$ 4,550.00
28	Mill & Resurface Asphalt Pavement (1")	1.18	3184	SY	$ 15.75	$ 50,148.00
29	Concrete Restoration (Sidewalk and Median)	1.19	7	SY	$ 55.00	$ 385.00
30	Furnish and Install Curbing	1.20	5	LF	$ 45.00	$ 225.00
34	Furnish and Install Pavement Markings (include temp)	1.24	1820	LF	$ 1.50	$ 2,730.00
	TOTAL BID ALTERNATE AMOUNT:					**$ 74,977.10**

8.
ORDINANCES
February 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

ITEM PULLED