

INVITATION FOR BID
WATER & SEWER EMERGENCY REPAIR SERVICES
INVITATION FOR BID #15-003



BEAUTY AND PROGRESS
EST 1955

The City of Miramar Commission:

Mayor Lori C. Moseley
Vice Mayor Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Wayne M. Messam

Kathleen Woods-Richardson, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: November 23, 2014

CLOSING DATE: December 16, 2014

Section 6 - BID PRICE SHEET (CONTINUED)

Item No.	Description	Quan.	Unit	Unit Price
<u>Excavated Point Repairs on Gravity Sewers</u>				
1	Point repairs to 6-inch to 10-inch pipe at depth up to 5 feet	1	LF	695.-
2	Point repairs to 6-inch to 10-inch pipe at depth from 5 to 8 feet	1	LF	943.-
3	Point repairs to 6-inch to 10-inch pipe at depth from 8 to 12 feet	1	LF	1995.-
4	Point repairs to 6-inch to 10-inch pipe at depth from 12 to 16 feet	1	LF	3775.-
5	Point repairs to 12-inch to 16-inch pipe at depth up to 5 feet	1	LF	1,025.-
6	Point repairs to 12-inch to 16-inch pipe at depth from 5 to 8 feet	1	LF	1,375.-
7	Point repairs to 12-inch to 16-inch pipe at depth from 8 to 12 feet	1	LF	2,425.-
8	Point repairs to 12-inch to 16-inch pipe at depth from 12 to 16 feet	1	LF	4,875.-
9	Point repairs to 12-inch to 16-inch pipe at depth greater than 16 feet	1	LF	5,325.-
10	Point repairs to 18-inch and greater pipe at depth up to 5 feet	1	LF	1,925.-
11	Point repairs to 18-inch and greater pipe at depth from 5 to 8 feet	1	LF	2,175.-
12	Point repairs to 18-inch and greater pipe at depth from 8 to 12 feet	1	LF	3,375.-
13	Point repairs to 18-inch and greater pipe at depth from 12 to 16 feet	1	LF	5,895.-
14	Point repairs to 18-inch and greater pipe at depth greater than 16 feet	1	LF	6,275.-

SECTION 6 BID PRICE SHEET (CONT)

Item No.	Description	Quantity	Unit	Unit Price
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Water Main and Forcemain Repairs

15	6" PVC (C-900)	1	LF	515.-
16	8" PVC (C-900)	1	LF	575.-
17	6" DIP Main	1	LF	515.-
18	8" DIP Main	1	LF	575.-
19	12" DIP Main	1	LF	685.-
20	16" DIP Main	1	LF	925.-
21	20" DIP Main	1	LF	1625.-
22	24" DIP Main	1	LF	2200.-
23	30" DIP Main	1	LF	3325.-
24	6" Gate Valve Replacement	1	Each	1725.-
25	8" Gate Valve Replacement	1	Each	2750.-
26	12" Gate Valve Replacement	1	Each	4175.-
27	16" Gate Valve Replacement	1	Each	9775.-
28	20" Gate Valve Replacement	1	Each	22,050.-
29	24" Gate Valve Replacement	1	Each	31,250.-
30	30" Gate Valve Replacement	1	Each	43,850.-
31	Fire Hydrant Assembly Installation	1	Each	8,975.-


Surface Restoration

32	Asphalt Roadway Replacement	1	SY	90.-
33	Asphalt Overlay	1	SY	34.-
34	Concrete Sidewalk Replacement	1	SY	160.-
35	Concrete Curb and Gutter Replacement	1	LF	149.-

Item No.	Description	Quantity	Unit	Unit Price
36	Brick Paver Replacement	1	SF	38.00
37	6' Chainlink Fence Replacement	1	LF	31.00
38	6' Wood/Shadow Box Fence Replacement	1	LF	42.00
39	St. Augustine Floratam Sod Replacement	1	SF	3.25
40	St. Augustine FX-10 Sod Replacement	1	SF	3.25
41	Bahia Sod Replacement	1	SF	3.25
<u>Other</u>				
42	Indemnification	1	LS	1.00
43	Permits Allowance	1	LS	1.00
44	Maintenance of Traffic (Work on FDOT ROW)	1	LS	2600.00
45	Maintenance of Traffic (Work on Miramar Parkway)	1	LS	2200.00

Taxpayer Identification Number (TIN) 65.1022119

BIDDER: MADSEN - BARR CORPORATION
 (Company Name)


 (Signature)

JOHN BARR, PRESIDENT
 (Printed Name and Title)

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



John B. Presia

MADSEN / BARR CORPORATIC

Engineering Contractors • Sewer • Water • Drainage

**SECTION 5
BID COVER SHEET**

Broward: (954) 489-7773
Palm Beach: (561) 753-6363
Fax: (561) 753-6382

12113 Indian Mound R
Wellington, Florida 33

BIDDER'S NAME (Name of firm, entity, or organization):
MADSEN-BARR CORPORATION

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

65.1032119

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

JOHN BARR

PRESIDENT

Name:

Title:

MAILING ADDRESS:

Street Address: 12113 INDIAN MOUND ROAD

City, State, Zip: WELLINGTON, FL. 33449

TELEPHONE:

(561) 753-6363

FAX:

(561) 753-6382

BIDDER'S ORGANIZATION STRUCTURE:

Corporation Partnership Proprietorship Joint Venture Other (explain):

IF CORPORATION:

Date Incorporated/Organized: AUGUST 2000

State of Incorporation/Organization: FLORIDA

States registered in as foreign Corporation: NONE

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

UTILITIES, WATER, SEWER, STORM, ALL RESTORATION

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

JOHNSON-DAVIS INC.
HARDRIES ASPHALT COMPANY.

BIDDER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.

Signed by:

Date:

12/8/14

Print name:

JOHN BARR

Title:

PRESIDENT

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

SECTION 6 BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) cost or pricing data of sufficient detail to allow the evaluators to determine the reasonableness of the price Bid, reflecting cost realism, including all Information other than cost and pricing data, and explaining how the lump sum figure was derived.

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

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

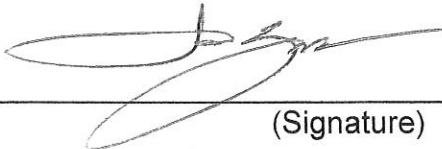
c) Information other than cost and pricing data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or cost realism.

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

**SECTION 7
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #	Date Received
ONE (1)	12/11/14

BIDDER: MADSEN-BARR CORPORATION
(Company Name)


(Signature)

JOHN BARR . PRESIDENT
(Printed Name and Title)

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

SECTION 8 BIDDER INFORMATION FORM

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

- (1) How many years has your organization been in business under your present business name? (14) years
- (2) State of Florida occupational license type and number: CU057343
- (3) County (state county) occupational license type and number: 2003.13289
- (4) City of Miramar occupational license type and number: N/A

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

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

COPIES ATTACHED.

- (5) Describe experience providing Landscape maintenance Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in Section 2-10:

CITY OF MIRAMAR (10.002) 2009 - 2014 (MARCH 24, 2015)

CITY OF BOCA RATON (2012.030)

CITY OF BOCA RATON (2012.031)

BROWARD COUNTY (4103542B1)

CITY OF BOYNTON BEACH (026.2821.14/JMA)

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

_____ yes

_____ no

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

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

(7) Please list four Government contract references:

Company Name: CITY OF MIRAMAR

Address: 13900 PEMBROKE ROAD
MIRAMAR, FL. 33027

City, State, & Zip Code: (954) 883-5345

Contact's Name & Phone #: MR. WHITTINGHAM GORDON

Company Name : CITY OF BOCA RATON

Address: 1401 GLASSBORO ROAD
BOCA RATON, FL 33431

City, State, & Zip Code: (561) 338-7310

Contact's Name & Phone #: MR. LISA WILSON DAVIS

Company Name : CITY OF COCONUT CREEK

Address: 5295 JOHNSON ROAD
COCONUT CREEK, FL. 33072

City, State, & Zip Code: (954) 956-1489

Contact's Name & Phone #: MR. JEAN DUPUIS

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

Company Name: BROWARD COUNTY

Address: 2555 WEST COPLAND ROAD

POMIPANO BEACH, FL. 33069

City, State, & Zip Code: (954) 331-0851

Contact's Name & Phone #: MR. CLIVE HAYNES

1. List two additional contract references in Florida comparable in size and nature to Miramar, written within the last three years that will qualify the respondent to handle the City of Miramar's requirements.
I do not believe this is applicable

Company Name: CITY OF BOUNTON BEACH

Address: 124 EAST WOOLBRIGHT ROAD

BOUNTON BEACH, FL. 33435

City, State, & Zip Code: (561) 742-6419

Contact's Name & Phone #: MR. GEORGE PEZK

Company Name: CITY OF POMIPANO BEACH

Address: 1201 NE 5TH AVENUE

POMIPANO BEACH, FL. 33060

City, State, & Zip Code: (954) 545-7009

Contact's Name & Phone #: MR. JOHN SFIROPOULOS

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

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

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

Company Name: JOHNSON-DAVIS INC.

Address: 604 HILLBROOK DRIVE

City, State, & Zip Code: LANTANA, FL. 33462

Company Name: ALL-RITE PAVING

Address: 2440 NW 16TH STREET

City, State, & Zip Code: POMPANO BEACH, FL 33069

Company Name: FERLISON-UNDERGROUND

Address: 1950 NW 18TH STREET

City, State, & Zip Code: POMPANO BEACH, FL. 33069

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

Company Name: H. D. WATERWORKS

Address: 4310 NW 10TH AVENUE

City, State, & Zip Code: OAKLAND PARK, FL. 33309

Company Name: NATURE SOD

Address: 2801 N. DIXIE HWY.

City, State, & Zip Code: POMPANNO BEACH, FL 33064

Company Name: _____

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

**SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)**

FLORIDA STATE STATUTE 287.087

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

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this Section.

FLORIDA STATE STATUTE SECTION 287.087

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




Vendor's Signature

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

**SECTION 11
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

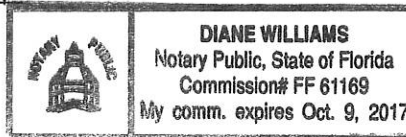
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and MADSEN-BARR CORP., or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member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


By: _____ JOHN BARR
Title: PRESIDENT

Sworn and subscribed before this

10th day of December, 2014.

Diane Williams
Notary Public
State of Florida at Large



My commission expires: October 9th, 2017

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

SECTION 12 NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)
) ss:
County of PSD)

JOHN BARR, being first duly sworn, deposes and says that:

a) He/she is the PRESIDENT (Owner, Partner, Officer, Representative or Agent) of MADSEN-BARR CORPORATION, the Bidder that has submitted the attached Bid;

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

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

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

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

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

**SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered
in the presence of:

By: 
Witness

NICK EDDO
Witness
(Printed Name)

SEZ. TRENT
(Title)

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

SECTION 12 NON-COLLUSIVE AFFIDAVIT (CONTINUED)

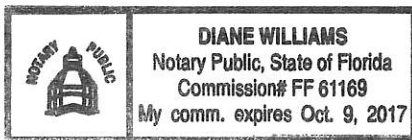
ACKNOWLEDGMENT

State of FLORIDA
) ss:
 County of PALM

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

WITNESS my hand and official seal this 10th day of December, 2014.

Diane Williams
 Notary Public
 State of Florida at Large




My commission expires:

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


**SECTION 13
NON-DISCRIMINATION AFFIDAVIT**

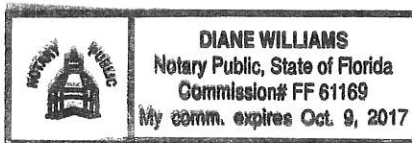
I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively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

By: 
Title: PRESIDENT

Sworn and subscribed before this

10th day of December, 2014.


Notary Public
State of Florida



My commission expires:

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

**SECTION 14
BUSINESS/VENDOR PROFILE SURVEY
(Tab 10h)**

Name of Business: MADSEN-BARR CORPORATION

Address: 12113 INDIAN MOUND ROAD

Phone No.: WELLINGTON, FL 33449 (561) 753-6363

Contact Person (Regarding This Form): JOHN BARR

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A **CBE or SBE firm** as defined in **SECTION 1, GENERAL TERMS AND CONDITIONS; EVALUATION OF RESPONSES, 1.1 DEFINITIONS**. Please attach copy of Broward County Office of Economic Development and Small Business Development certification to this form.
CERTIFIED SBE CONTRACTOR, PALM BEACH COUNTY
Business is claiming local Business Preference ___ (choose below as applicable)
- Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.
- A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

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

SECTION 15

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.

Name: **MADSEN - BARR CORP.**

Business name, if different from above:

Check appropriate box: Individual Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.): **12115 INDIAN MOUND ROAD**

City, state, and ZIP code: **WELLINGTON, FL 33449**

Requester's name and address (optional): **City of Miramar
6700 Miramar Parkway
Miramar, FL 33023**

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
Employer identification number

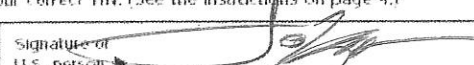
6511032119

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

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

Sign Here:  Date: **12/16/14**

Purpose of Form

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: madsenbarr@earthlink.net



DECEMBER 16, 2014

CITY of MIRAMAR

BID NUMBER: 15-003

"WATER & SEWER EMERGENCY REPAIR SERVICES"

ATTACHMENTS to BID DOCUMENTS:

- 1.) STATE of FLORIDA LICENSE CUC057343**
- 2.) PALM BEACH COUNTY LOCAL BUSINESS TAX 200318289**
- 3.) REFERENCES (26 EA.)**
- 4.) CITIES and COUNTIES UNDER CONTRACT with MADSEN/BARR CORPORATION**
- 5.) JOHN BARR, RESUME**
- 6.) PALM BEACH COUNTY (SBE) CERTIFICATION MADS0007**
- 7.) CERTIFICATE of INSURANCE (CITY of MIRAMAR)**
- 8.) SECTION 3 (STATEMENT of WORK) PAGES 23-30.**

JOHN BARR, PRESIDENT

A handwritten signature in black ink, appearing to be "John Barr", is written over the printed name "JOHN BARR, PRESIDENT". The signature is fluid and cursive, with a long horizontal stroke extending to the right.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BARR, JOHN JEFFREY
MADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
LAKE WORTH FL 33467

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

CUC057343

ISSUED: 08/14/2014

CERT UNDERGROUND & EXCAV CNTR
BARR, JOHN JEFFREY
MADSEN/BARR CORPORATION

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2016 L1408140002100

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC057343

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



BARR, JOHN JEFFREY
MADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
WELLINGTON FL 33449





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

12113 INDIAN MOUND ROAD
 LAKE WORTH, FL 33467

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	BARR JOHN J	CUC057343	B14.1509886 - 09/18/14	\$27.50	B40114431

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

B3 - 250

MADSEN-BARR CORPORATION
 MADSEN-BARR CORPORATION
 12113 INDIAN MOUND RD
 WELLINGTON, FL 33449-8220



LBTR Number: 200318289
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
 Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
 E-mail: madsenbarr@earthlink.net



REFERENCES



Utilities & Engineering Department
 5295 Johnson Road
 Coconut Creek, FL 33073

Osama Elshami, PE, CFM
 Director of Utilities & Engineering
 City Engineer



Phone: (954) 973-6786
 Fax: (954) 571-4146
 www.coconutcreek.net
 oelshami@coconutcreek.net



Public Services Department
 Utilities Division
 5295 Johnson Rd.
 Coconut Creek, FL 33073

Jean Dupuis
 Assistant Director



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Chad Hancock
 Supervisor - Wastewater Division



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 chancock@coconutcreek.net

UTILITY SERVICES DEPARTMENT

1401 Glades Road • Boca Raton, FL 33431



LISAM. WILSON-DAVIS
 Operations & Environmental Compliance Manager

CITY OF BOCA RATON
 201 West Palmetto Park Road
 Boca Raton, Florida 33432

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 Cell (561) 239-8229
 Fax (561) 338-7345
 lwilsondavis@myboca.us



Mark Darmanin
 Director

Broward County Commission
 Water and Wastewater Services
 Water and Wastewater Operations Division
 2555 West Copans Road, Pompano Beach, FL 33069
 954-831-0960 • FAX 954-831-0842
 mdarmanin@broward.org • broward.org



Public Works Department
 Seaport Engineering & Construction Division
 1850 Eller Drive, Ft. Lauderdale, FL 33316-4201
 954-468-0155 • CELL 954-325-7925 • FAX 954-468-3436
 lsaltzman@broward.org
 www.broward.org/port

L. Michael Saltzman, P.E.
 Project Manager IV



The City of
 Hollywood, Florida

James Mortel
 Project Manager

Department of Public Utilities
 Engineering Support Services Division
 1621 N 14th Avenue
 P.O. Box 229045
 Hollywood, FL 33022-9045

Phone 954-921-3930
 Cell 954-980-2244
 Fax 954-921-3937
 jmortel@hollywoodfl.org



Phone (954) 967-1658
 Fax (954) 967-1596
 E-mail wcgordon@ci.miramar.fl.us

Whittingham Gordon
 Construction Engineer/
 Inspector Supervisor
 Department of Operational Services

6901 Miramar Parkway • Miramar • Florida 33023-4897

MADSEN / BARR CORPORATION

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Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382



**Broward County Commission
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Water & Wastewater Operations Division**
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954-831-0851 • FAX 954-831-0842
chaynes@broward.org • www.broward.org

Clive M. Haynes
Assistant Director



CITY OF PEMBROKE PINES
Public Services Department

GORDON "SKIP" KEIBLER
Assistant Director

18975 Pembroke Road
Pembroke Pines, FL 33027

Phone: (954) 487-4116
Fax: (954) 487-4117

**Coconut
Creek**
BUTTERFLY CAPITAL OF THE WORLD®

Utilities & Engineering
4800 West Copans Road
Coconut Creek, FL 33063

Jessie Scott
Supervisor - Utilities Operations

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FAX (954) 956-1535
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Coconut Creek, FL 33073

Chad Hancock
Supervisor - Wastewater Division

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Fax: (954) 571-4146
www.coconutcreek.net
chancock@coconutcreek.net

HAZEN AND SAWYER
Environmental Engineers & Scientists

ETHAN C. HEIJN
Senior Principal Scientist (Specialist)

Hazen and Sawyer, P.C.
4000 Hollywood Boulevard
750N, North Tower
Hollywood, FL 33021
954 987-0066
Fax: 954 987-2949
Eheijn@hazensawsyver.com



City of North Miami Beach, Florida
PUBLIC SERVICES DEPARTMENT

Pedro Melo
Waste Water Division Manager

17820 N.W. 29th Court
Miami, Florida 33056
Tel: (305) 624-1177 • Fax: (305) 620-3920

Coconut Creek

BUTTERFLY CAPITAL OF THE WORLD®



Utilities & Engineering Department
Engineering Division
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Coconut Creek, FL 33073

Osama Elshami, PE, CFM
Assistant Director

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www.coconutcreek.net
oelshami@coconutcreek.net



City of Laudershill

Department of Environmental
& Engineering Services

J. MARTIN CALA, P.E.
Assistant Director - City Engineer

5581 W. Oakland Park Blvd.
Lauderhill, Florida 33313
Phone: 954-730-2961
Fax: 954-730-4241
Email: jmcala@laudershill-fl.gov

SUSAN SMITH
Asst. Public Works Director Operations



City of OAKLAND PARK

PUBLIC WORKS DEPARTMENT
3100 NE 12th Terrace (Oakland Park, Florida 33334)
954-630-4432 Fax: 954-561-6109 susans@oaklandparkfl.org

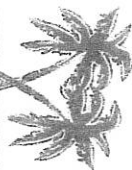


Superintendent of Field Operations
Utilities Department

William Peale

Town of Davie
6591 Orange Drive
Davie, FL 33314
www.davie-fl.gov

Phone: 954.327.3743
Fax: 954.327.3752



MIRAMAR

BEAUTY AND PROGRESS
EST. 1955

WHITTINGHAM GORDON
Utilities Improvement Manager

Department of Utilities
13900 Pembroke Road
Miramar, Florida 33027

PHONE: (954) 883-5845
FAX: (954) 602-3568
E-MAIL: wogordon@ci.miramar.fl.us

UTILITY SERVICES DEPARTMENT
1401 Glades Road • Boca Raton, FL 33431

LISAM WILSON-DAVIS

Operations & Environmental Compliance Manager

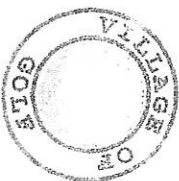


CITY OF BOCA RATON
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Cell (561) 239-8229
Fax (561) 338-7345
lwilsondavis@myboca.us

Clive M. Haynes
Assistant Director

BROWARD COUNTY FLORIDA

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Water & Wastewater Services
Water & Wastewater Operations Division
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954-831-0851 • FAX 954-831-0842
chynes@broward.org • www.broward.org



John D. Lisle, Jr.
Utilities Superintendent

561-732-4710
Fax: 561-732-5811
email: jllisle@villageofgolf.org
www.villageofgolf.org

VILLAGE OF GOLF
21 Country Road
Village of Golf
Florida 33436

Pompano Beach

Florida's Warmest Welcome

John Stifropoulos, P.
Civil Engineer

City of Pompano Beach, Flori

1201 NE 5th Ave

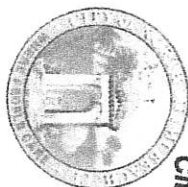
Pompano Beach, Florida 330

954.545.7009 f: 954.786.40

john.stifropoulos@copb.fl

mypompanobeach.fl

All-America City



City of North Miami Beach, Florida
PUBLIC SERVICES DEPARTMENT

Pedro Melo
Waste Water Division Manager

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Miami, Florida 33056
Tel: (305) 624-1177 • Fax: (305) 620-3920

George Peck
Wastewater Supervisor
peckg@ci.boynnton-beach.fl.us

City of Boynton Beach

Utilities Department

124 East Woolbright Road
Boynton Beach, FL 33435
We Value Diversity, Integrity, Stewardship, and Creativity

Off: (561) 742-6
Fax: (561) 742-6

Community of Excellence CORAL SPRINGS

ISAAC KOVNER, P.
Utilities Project Manager
Public Works Department • Utilities Division

pwilk@coralsprings.fl

Main 954-345-21

Direct 954-345-21

Cell 954-290-96

Fax 954-345-21

3800 N.W. 85 A

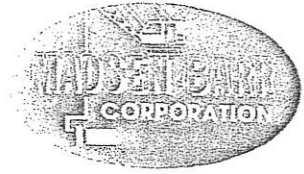
Coral Springs, FL 334



MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382



CITIES and COUNTIES MADSEN/BARR CORPORATION IS UNDER CONTRACT WITH:

UTILITY SERVICES DEPARTMENT

1401 Glades Road • Boca Raton, FL 33431



LISA M. WILSON-DAVIS

Operations & Environmental Compliance Manager

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Boca Raton, Florida 33432

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lwilsondavis@myboca.us

Community of Excellence CORAL SPRINGS



TOM COSTANTINO Utilities Superintendent

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3800 N.W. 85 Ave.
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PWTXC@coralsprings.org

George Peck
Wastewater Supervisor
peckg@ci.boynton-beach.fl.us



City of Boynton Beach Utilities Department

124 East Woolbright Road
Boynton Beach, FL 33435

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Fax: (561) 742-6299

COCONUT CREEK BUTTERFLY CAPITAL OF THE WORLD®



Utilities & Engineering Department
Utilities Division
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Coconut Creek, FL 33073

Jean Dupuis Assistant Director

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Fax: (954) 571-4146
www.coconutcreek.net
jdupuis@coconutcreek.net

WHITTINGHAM GORDON

Utilities Improvement Manager



Department of Utilities
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Miramar, Florida 33027

PHONE: (954) 883-5845
FAX: (954) 602-3568
E-MAIL: wogordon@ci.miramar.fl.us



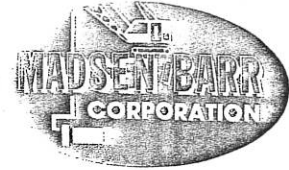
Broward County Commission
Water & Wastewater Services

Water & Wastewater Operations Division
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Clive M. Haynes Assistant Director

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E-mail: madsenbarr@earthlink.net



APRIL 23, 2013

RESUME for JOHN BARR

BSCE UNIVERSITY of ALABAMA, 1976

CIVIL ENGINEER, 1977 to CURRENT

OWNER of MADSEN/BARR CORPORATION since 1977 (36 YEARS of WATER and SEWER CONSTRUCTION.

STATE LICENSE NUMBER: CUC057343

 4/23/13

Palm Beach County
Office of Small Business Assistance

Certifies That

MADSEN-BARR CORPORATION

Vendor # MADS0007

is a Small Business Enterprise as prescribed by section 2-80.21 -- 2-80.35 of the Palm Beach County Code for a three year period from October 3, 2012 to October 2, 2015

The following Services and/or Products are covered under this certification:

**CONSTRUCTION, UTILITY/UNDERGROUND PROJECTS;
EXCAVATION SERVICES;
MAINTENANCE AND REPAIR, UTILITY/UNDERGROUND PROJECTS**

Palm Beach County Board of County Commissioners

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

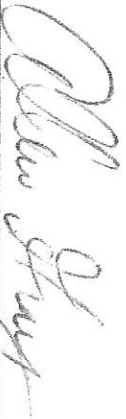
Priscilla A. Taylor

County Administrator

Robert Weisman

Deputy County Administrator

Verdenia C. Baker



Allen F. Gray, Manager

10/3/2012





CERTIFICATE OF LIABILITY INSURANCE

MADSE-1

OP ID: JA

DATE (MM/DD/YYYY)

10/27/2014

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 R.V. Johnson Insurance 400 N. Cypress Drive, Suite 24 Tequesta, FL 33469 Donald L. Brady	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Madsen/Barr Corp John Barr 12113 Indian Mound Rd Wellington, FL 33449	INSURER A: FCCI Insurance Company		20141
	INSURER B: FFVA Mutual Insurance Co.		10385
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

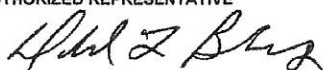
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP00153703	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			CA00224533	10/18/2014	10/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB00153323	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		<input type="checkbox"/> CLAIMS-MADE				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC84000190862014A	09/27/2014	09/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CPP00153703	10/18/2014	10/18/2015	Equipment 104,731 Deductibl 1,000

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

RE: EMERGENCY REPAIR CONTRACT

CERTIFICATE HOLDER**CANCELLATION**

CITMI05 City of Miramar 13900 Pembroke Rd Miramar, FL 33027	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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SECTION 3 STATEMENT OF WORK

3-1

Background and Purpose

The Utilities Department is responsible for the maintenance, repair and improvements to water and sewer infrastructure throughout the City, including 325 miles of potable water transmission mains, 180 miles of water service lines, 3,000 fire hydrants, 220 miles of gravity sewer mains, eight miles of sewer laterals and 5,200 sewer manholes. Department resources are adequate for most of the City's utilities maintenance needs. However, there are cases when our resources must be supplemented by outside contractors with the appropriate equipment and specialized training to perform specific emergency repairs efficiently and in accordance with all safety regulations.

3-2

Scope of Work and Specifications

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

CITY OF MIRAMAR UTILITY STANDARD - WATER DISTRIBUTION MATERIALS REVIEW LIST

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

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

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

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

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

- c. Romac 202
- d. Smith Blair 317
- e. Mueller Series DE2S

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

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

Pipe coating to be asphalt; lining to be cement.

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

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

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

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

12. POLYVINYL CHLORIDE PIPE (4" and above)

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

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

JOINT

RESTRAINT

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

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

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

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

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

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

5. CHECK VALVES - Pump Stations

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

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

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

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

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

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

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

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

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

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

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

10. FLANGED ADAPTERS Ductile Iron

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

11. MANHOLE RING AND COVER

- a. U. S. Foundry 420-C

With "CITY OF MIRAMAR" cast in iron.

Only concrete grade rings shall be used to set sanitary manhole rings and cover.

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

JOINT

RESTRAINT

Push-On PVC

EBAA Iron Series 2800 Harness

Push-On DIP

TR-Flex by U. S. Pipe or Flex Ring by American or

EBAA Iron Series 1700 Megalug Fittings with DIP

EBAA

Iron Series 1100 Megalug Fittings with PVC

EBAA Iron

Series 2000 Megalug

Note: Thrust blocked shall not be used.

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

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

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

- a. Fernco
- b. Indiana Seal
- c. Mission Coupling
- d. Dallas
- e. Rockwell 900 Series depending on service

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

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

* U. S. Foundry Series 7500 no longer cast

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

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

* U. S. Foundry Series 7500 no longer cast

3-2 FEE AND COSTS

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

3-4 MANAGEMENT AND PERSONNEL

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

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the Work for these Services is to be performed or managed.
 - c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
2. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services arising within the last three years from the due date of this Bid.



Date of Issuance: **December 11, 2014**

**CITY OF MIRAMAR
Procurement Department**

**ADDENDUM NO. 1
For**

**WATER AND SEWER EMERGENCY REPAIR SERVICES
INVITATION FOR BID NO. 15-003**

Bidders are hereby notified that this **Addendum No. 1** shall be attached to and made part of the above named Invitation for Bid (the "IFB") issued on November 23, 2014.

This **Addendum No. 1** is issued to add to, delete from, modify, clarify and/or amend the IFB. The items contained in this **Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB. Proposals to be submitted on or before the specified Proposal date (see below) shall conform to the additions and revisions contained herein.

The Bidder shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Proposal Form on 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Bid.

This addendum consists of **(1)** page and two attachments.

Any responses to the IFB already delivered to the City prior to issuance of this Addendum No. 1 are available to be picked up unopened.

1. Replace the Method of Award with the following:

2-4

METHOD OF AWARD: TO ONE OR TWO OF THE LOWEST RESPONSIVE, RESPONSIBLE BIDDERS

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

2. RFI 1.

In regards to the subject project, could you please provide a copy of the current and previous pricing for this contract?

Answer: Attachment 1 and Attachment 2 are attached and incorporated by reference.

WATER AND SEWER EMERGENCY SERVICES AGREEMENT

This Agreement (this "Agreement") is entered into this 18 day of February, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Madsen Barr Corporation, a Florida corporation, with its principal business address located at 1211 Indian Mound Road, Wellington, Florida 33449, hereinafter referred to as "Contractor".

WHEREAS, the City issued Invitation for Bid ("IFB") No. 15-003 for WATER AND SEWER EMERGENCY REPAIR SERVICES, and all of its terms and conditions, including definitions, are incorporated herein; and

WHEREAS, the Contractor was determined to be one of the two lowest responsive, responsible Bidders and whose Bid was one of two most advantageous to the City; and

WHEREAS, on February 18, 2015, the City Commission approved the award of IFB No. 15-003 for WATER AND SEWER EMERGENCY REPAIR SERVICES to Contractor As one of two lowest responsive and responsible bidders, on an as needed basis for an initial term of two years, with three optional one year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

SECTION 1 **RECITALS AND DEFINITIONS**

1.1 The above recitals are true and correct, and are hereby incorporated and made a part of this Agreement.

1.2 Except as specifically provided herein, the terms used in this Agreement are defined in and shall have the meanings indicated in IFB No. 15-004, which is deemed fully incorporated herein for all purposes. In the event of conflict, the definitions in the IFB shall govern.

SECTION 2 **SCOPE OF SERVICES**

2.1 Services. Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid (IFB) No. 15-003, the Contractor's Bid as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

2.2 Representations and warranties. Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

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

SECTION 3 **COMPENSATION**

The Contractor shall submit periodic invoices for the Goods and Services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

SECTION 4

TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this Agreement is executed by both parties and shall run for two years, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one year renewal terms, unless terminated earlier pursuant to Section 5 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

SECTION 5 TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar day's written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days' written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within 10 calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination, and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 INDEMNIFICATION/HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

SECTION 8 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 9
INSURANCE

9.1 For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain general commercial, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager. Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability		\$2,000,000
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

9.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Miramar shall be named as an additional insured in the endorsement for commercial and automobile liability coverage. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.3 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. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.4 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.

SECTION 10
MISCELLANEOUS

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. 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 failure to comply with these requirements shall be borne solely by the contractor responsible for the same.

SECTION 11 **AUDIT AND INSPECTION RIGHTS**

11.1 The City may, at reasonable times and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, 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 of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12 **AMENDMENTS AND ASSIGNMENT**

12.1 This Agreement constitutes the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

John Barr
Madsen & Barr, Inc.
12113 Indian Mound Road
Wellington, FL 33449
(561) 753-6363

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.
200 East Broward Boulevard Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954- 763-4242
Facsimile: 954-764-7770

SECTION 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will 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 Services, or be subject to discrimination under any provision of this Agreement.

SECTION 16 **PUBLIC RECORDS**

16.1 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.

16.2 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 Contractor 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.

SECTION 17 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

President, attested to and duly authorized to execute same and to legally bind the Contractor.

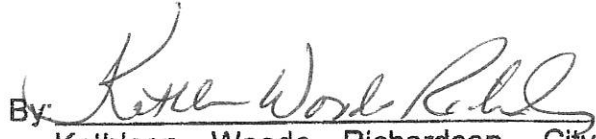
CITY

ATTEST:

CITY OF MIRAMAR



Denise Gibbs, City Clerk
Manager

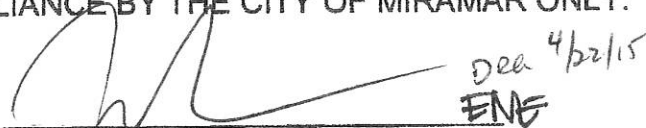
By: 

Kathleen Woods Richardson, City

This day of April 28, 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

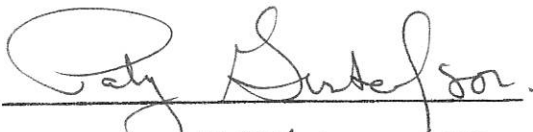
RC HG
3/5/15


Dec 4/22/15
ENE

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

CONTRACTOR

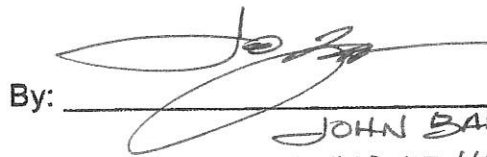
WITNESSES:



Print Name: PAT GUSTAFSON



Print Name: NICK ERDO

By: 

JOHN BAIRD, PRESIDENT
MADSEN/BAIRD CORP.

Date: FEB. 26 2015



CERTIFICATE OF LIABILITY INSURANCE

MADSE-1

OP ID: JA

DATE (MM/DD/YYYY)

04/16/2015

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 R.V. Johnson Insurance 400 N. Cypress Drive, Suite 24 Tequesta, FL 33469 Donald L. Brady	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Madsen/Barr Corp John Barr 12113 Indian Mound Rd Wellington, FL 33449	INSURER A: FCCI Insurance Company	NAIC # 20141
	INSURER B: FFVA Mutual Insurance Co.	10385
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

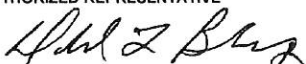
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CPP00153703	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CA00224533	10/18/2014	10/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	UMB00153323	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC84000190862014A	09/27/2014	09/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		CPP00153703	10/18/2014	10/18/2015	Equipment 104,731 Deductibl 1,000

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

The City is Miramar is listed as additional insured on the general liability and auto policies. The Umbrella policy covers Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

CITMI05 City of Miramar 13900 Pembroke Rd Miramar, FL 33027	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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SEP 19 2014

FCCI INSURANCE COMPANY
6300 UNIVERSITY PARKWAY
SARASOTA FL 34240-8424
800-226-3224
941-907-3224

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: CPP0015370 3
Renewal of CPP0015370
NAMED INSURED: Madsen/Barr Corporation

AGENCY ID: 00880-001
AGENT: R V Johnson Agency Inc
2041 SE Ocean Blvd
Stuart, FL 34996

MAILING ADDRESS: 12113 Indian Mound Rd
Wellington, FL 33449

(772) 287-3366

POLICY PERIOD: FROM: 10/18/2014 TO: 10/18/2015 AT 12:01 A.M. Standard time at your mailing address shown above.

PREVIOUS POLICY NUMBER: CPP0015370 ISSUE STATUS: Renewal Business

BUSINESS DESCRIPTION: Corporation AUDIT PERIOD: Annual

LIMITS OF INSURANCE:

Table with 2 columns: Limit Description and Amount. Includes rows for Each Occurrence Limit (\$1,000,000), Damage to Premises Rented to You Limit (\$100,000), Medical Expense Limit (\$5,000), Personal & Advertising Injury Limit (\$1,000,000), General Aggregate Limit (\$2,000,000), and Products/Completed Operations Aggregate Limit (\$2,000,000).

ALL PREMISES YOU OWN, RENT OR OCCUPY

Table with 2 columns: Location Number and Address of All Premises You Own, Rent or Occupy. Row 1: 1, 12113 Indian Mound Rd Wellington, FL 33449

SEE SCHEDULE OF OPERATIONS ON PAGE 2.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

Commercial General Liability Coverage Part Declarations 1-UNGL-9512-MU-04, 04/04

Table with 2 columns: Description and Amount. Includes rows for Area (per thousand) Total Endorsement Premium (\$1,068.00), Payroll (per thousand) Total Advance Premium (\$10,261.00), Gross Sales (per thousand) Pay Plan (10% Down & 10 Installments), and Unit.

POLICY NUMBER: CPP0015370 3

SUMMARY OF ENDORSEMENTS

APPLICABLE TO ALL COVERAGES

1-UNGL-9512-MU-04, 04/04 Commercial General Liability Coverage Part Declarations
IL 09 85 (01 08) - Disclosure Pursuant To Terrorism Risk Insurance Act
Premium: \$99

APPLICABLE TO SPECIFIC STATES

STATE: FL

CG 00 01 (12/07) Commercial General Liability Coverage

CG 00 99 (11/85) - Changes in General Liability Forms for CPP

CG 02 20 (03/12) - Florida Changes - Cancellation and Nonrenewal

CG 03 00 (01/96) - Deductible Liability Insurance

The information that follows completes the schedule portion of this endorsement. This endorsement modifies your coverage. Please refer to the above numbered endorsement (attached) for details.

Deductible: PD Per Occurrence

Deductible Amount: \$ 2,000

CG 20 33 (07/04)-Addl Insured-Owners Lessees or Contractor-Automatic Status

Premium: \$250

CG 21 49 (09/99) - Total Pollution Exclusion

CG 21 67 (12/04) - Fungi Or Bacteria Exclusion

CG 21 70 (01 08) - Cap on Losses From Certified Acts of Terrorism

CG 21 86 (12/04) - Exclusion - Exterior Insulation and Finish Systems

CGL 004 (05 10) - General Liability Advantage

Premium: \$150

CGL 036 (11/08) - Employee Benefits Liability Coverage

The information that follows completes the schedule portion of this endorsement. This endorsement modifies your coverage. Please refer to the above numbered endorsement (attached) for details.

Premium: \$225

Limit Of Insurance: \$1,000,000 per claim/\$1,000,000 aggregate

CGL 064 (11/08) - Employment Related Practices Exclusion

CGL 123 (10/13) - Employment Practices Liability Insurance Coverage Endo

CGL 125 (10/13) - Florida Changes

IL 00 03 (09/07) - Calculation of Premium

IL 00 17(11/98) - Common Policy Conditions

IL 00 21 (07/02) - Nuclear Energy Exclusion (Broad Form)

IL 008 (11/08) - Total Lead Exclusion

IL 009 (11/08) - Total Asbestos Exclusion

IL 013 (12/06) - Two Or More Coverage Forms Or Policies Issued By Us

IL 035 (07 07) Florida Assessments

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – LIABILITY COVERAGE is amended as follows:

A.1. Who Is An Insured provision is amended by adding the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Who Is An Insured is amended to include as an insured any person or organization except a person or organization that leases or rents "auto(s)" to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional insured on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional insured but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

A.2. **Coverage Extensions, Supplementary Payments** a.(2) and a (4) are deleted and replaced with the following:

- (2) Up to \$3,000 for cost of bail bonds (including bond for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

4. **Coverage Extensions** a. and b. are deleted and replaced with the following:

a. **Transportation Expenses:**

We will pay up to \$40 per day to a total maximum of \$1,200 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. **Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$40 per day, to a total maximum of \$1200.

The following Coverage Extension is added:

c. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

d. **Auto Loan/Lease Gap Coverage**

For those businesses not shown in the Declarations as "auto" dealerships, the following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

D. **Deductible** is deleted and replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning, and, no deductible applies to glass damage to the side or rear windows if the glass is repaired rather than replaced. However, no deductible shall be applied to damage to the windshield of any covered "auto."

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

Loss Conditions A.2.a. Duties in the Event of Accident, Claim, Suit or Loss is amended to add the following paragraph:

- (4) This duty applies when the "accident", claim, "suit" or "loss" is first known to:
 - (a) You, if you are an individual;
 - (b) A partner, if you are a partnership;

- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

General Conditions B.2. Concealment, Misrepresentation or Fraud is amended to include the following:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.