

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT**

(IFB No. 30-16-17 – Winson Water Treatment Plant – Bid Package 1 Filter Rehabilitation)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this day of 2/2/2018, 2018, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Cardinal Contractors, Inc.**, a Florida profit corporation registered and authorized to do business in the State of Florida, having its principal business office at 13790 N.W. 4th Street, Suite 109, Sunrise, FL 33325 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on July 20, 2017, the City advertised *Invitation for Bid No. 30-16-17 Winson Water Treatment Plant – Bid Package 1 - Filter Rehabilitation* (“IFB”) as part of the City’s ongoing effort to accomplish the improvements and upgrades of the Winson Water Treatment Plant (“Water Plant”); and

WHEREAS, the purpose of the IFB is for the City to obtain all labor, equipment, materials and expertise necessary to complete the filter rehabilitation project at the Water Plant, in accordance with the terms, conditions and specifications contained in the Contract Documents (“Services”); and

WHEREAS, Contractor submitted its sealed bid and qualifications, expressing the capability, willingness and expertise necessary to perform the Services pursuant to IFB requirements and conditions; and

WHEREAS, Contractor was selected by City administration as the most responsive, responsible low-bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, on December 12, 2017, the Mayor and City Council adopted Resolution No. 2017-R-153, approving the selection of Contractor and authorizing the City Manager and City Attorney to negotiate and execute an agreement for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Invitation for Bid No. 30-16-17 Winson Water Treatment Plant – Bid Package 1 - Filter Rehabilitation*, attached hereto by reference;

2.1.2 Contractor's bid documents and qualifications submitted in response to the IFB ("Bid"), attached hereto as "Exhibit A";

2.1.3 Resolution No. 2017-R-153, passed and adopted by the Mayor and City Council on October 24, 2017, approving the selection of Contractor for the provision of Services and authorizing the execution of this Agreement, attached hereto as Exhibit "B";

2.1.4 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The IFB.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Contractor submitting its Bid, or the right to clarify same shall be waived.

ARTICLE 3 - TIME FOR PERFORMANCE

3.1 The Time for Performance shall not exceed the following timeline:

3.1.1 Substantial completion shall be achieved within Three Hundred Sixty (360) calendar days from the date of the Notice to Proceed.

3.1.2 Final completion shall be achieved within Four Hundred Twenty-Five (425) calendar days from the date of the Notice to Proceed.

3.1.3 Contractor agrees that Services shall be performed on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed Time for Performance.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be compensated an amount not to exceed Four Million Four Hundred Forty Two Thousand and no/100 Dollars (\$4,442,000.00) for complete performance of Services, subject to the provisions and stipulations found in the bid Solicitation documents issued by the City for this project. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds.

4.2 Payment to the Contractor may be withheld by the City for the following: (I) defective work not remedied, (II) claims filed against Contractor, (III) Contractor's failure to make payments promptly to any Subcontractor for labor, materials, or equipment, provided to the Project (IV) damage to City property caused by the Contractor, (V) failure to carry out the Work in accordance with the Contract Documents, (VI) Contractor's failure to bond off or satisfy any liens of its Subcontractors, laborers or materialmen, or (VII) breach of any contract terms.

4.3 Contractor shall deliver, within fourteen (14) calendar days of the issuance of the Final Certificate of Completion to the City, a complete waiver and release of all liens and lien rights arising out of this Amendment, the documents executed by the Contractor and its agents, subcontractors and materialmen and an affidavit attesting that all subcontractors, laborers and materialmen have been paid in full. The waiver and affidavit shall be provided to the City prior to final payment for performance of the Work. If any lien remains unsatisfied or arises after final payment is made, the City may call upon the Performance Bond provided in the General Conditions. Contractor shall be responsible for all expenses, which the City may incur in discharging such lien, including all costs and reasonable attorney's fees.

4.4 Final payment by the City shall constitute a waiver of all claims by the City except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor in writing as unsettled in Contractor's final Application for Payment.

ARTICLE 5 – LIQUIDATED DAMAGES

5.1 In the event the Contractor fails to satisfactorily complete the work within the time frame(s) established in the Bid Solicitation documents, the City may deduct from the Contractor's payment the amounts stipulated in the bid documents as liquidated damages for each day beyond the specified Time for Performance.

5.2 The City may, in lieu of the above, notify Contractor to cease work for the City to complete the work. The cost of completion to the City including all materials, rent, labor, equipment and supervision, shall be deducted from Contractor's payments in accordance with the provisions contained in the Solicitation, subject to any alternate remedies available to the City under this Contract and/or applicable laws.

ARTICLE 6 - SCOPE OF SERVICES

6.1 Contractor agrees to perform Services as more particularly described in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

6.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Contractor executed

by the Parties after execution of this Agreement. The Contractor shall proceed with any such changes, and they shall be accomplished in strict compliance with the Contract Documents.

6.3 The Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

6.4 The Contractor agrees and understands that: (i) any and all sub-contractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of sub-contractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 The Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - INDEMNIFICATION

9.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or

proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

9.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 10 - INSURANCE

10.1 Prior to final execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit its subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved.

10.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

11.1 All documents and deliverables developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes. In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within 10 days from the date the Agreement is terminated.

11.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

ARTICLE 12 - NOTICES

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Cardinal Contractors, Inc.
Attn: Corporation Service Company, Registered Agent

1201 Hays Street
Tallahassee, FL 32301

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 13 - LOCAL BUSINESS/RESIDENT PREFERENCE

13.1 As an inducement for the City to enter into this Agreement, Contractor affirms its commitment of utilizing local businesses and/or residents in the performance of Services to the City, pursuant to Section 7-151 of the City Code of Ordinances.

ARTICLE 14 – COMMUNITY BENEFITS

14.1 As an inducement for the City to enter into this Agreement, Contractor reaffirms its commitment of providing the City with community benefits as may be defined, requested, and approved by the City Manager. The approved community benefits submitted by the Contractor shall be incorporated into and shall become a part of this Agreement. Such community benefits shall be exclusive of the City of North Miami’s Local Preference requirement, under Section 7-151 of the City Code. The Contractor further acknowledges that the City has relied upon these representations and commitments, as a basis of selecting Contractor for the provision of Services.

ARTICLE 15 - PERFORMANCE AND PAYMENT BONDS

15.1 The Contractor is required to furnish to the City a Performance Bond and Payment Bond, each in the amount of One Hundred percent (100%) of the total Project value (“Bonds”). Such Bonds may be in the following form: 1) a Cashier’s Check, made payable to the City of North Miami; 2) Bonds written by a surety company authorized to do business in the State of Florida, in accordance with Section 255.05, Florida Statutes; or 3) an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Agreement and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City Manager. The City Manager, to draw on same, would merely have to give written notice to the bank with a copy to the Contractor.

15.2 The Performance Bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all Subcontractors performing labor on the Project under this Agreement and furnishing supplies, materials or services in connection herewith. These Bonds shall be in effect through the duration of the Agreement plus the warranty period as required by the Contract Documents.

15.3 Each Bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Bonds required hereunder shall be executed by a responsible surety licensed in the State of Florida, and have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+. The Contractor shall require the attorney in fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

15.4 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within three (3) Days substitute another Bond and surety, both of which must be acceptable to City Manager. If Contractor fails to make such substitution, City Manager may procure such required Bonds on behalf of Contractor at Contractor's expense.

15.5 The City may, in the City's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any Bond issued in connection with the Project.

15.6 Contractor shall indemnify and hold harmless the City and any agents, employees, representative from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the Bonds required herein.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 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 the laws of the State of Florida, 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 or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By:  _____
DocuSigned by:
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Print Name: vincent Capuozzi

Date: 1/30/2018

Cardinal Contractors, Inc., a Florida profit corporation
"Contractor":

By:  _____
DocuSigned by:
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Print Name: Michael Brandao

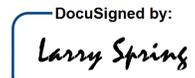
Date: 1/26/2018

ATTEST:

By:  _____
DocuSigned by:
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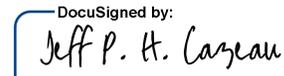
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation: "City"

By:  _____
DocuSigned by:
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Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
DocuSigned by:
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Jeff P. H. Cazeau
City Attorney



COVER PAGE & CONTACT PERSON INFORMATION

**Winson Water Treatment Plant
Bid Package 1: Filter Rehabilitation
IFB No. 30-16-17**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s): Cardinal Contractors, Inc.

Federal Employee Identification
Number (FEIN): 80-0388786

Mailing Address: 13790 NW 4th St., Ste. 109

City, State, Zip Code: Sunrise, FL 33325

Contact Person: Michael Brandao

Title: Vice President

Email Address: mbrandao@prim.com

Telephone Number: 954-487-0520

Fax Number: 954-337-0431



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Bids.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Cardinal Contractors, Inc.

Company Name

Michael Brandao

Authorized Company Representative (Print Name)



Signature

Vice President

Title:

September 6, 2017

Date:



REVISED BID FORM

**Winson Water Treatment Plant
Bid Package 1: Filter Rehabilitation
IFB 30-16-17**

The prices listed in the bid form shall include the total cost to complete the work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure the successful completion of this project.

Item	Quantity	Description	Total
1	Lump Sum	<u>Mobilization:</u> Included in this item are all mobilization activities, including but not limited to bonds, scheduling, temporary facilities and all other activities necessary to prepare to complete the contract work, for the lump sum price of: (The total payment for mobilization shall not exceed five (5) percent of the proposed Bid Price for Bid Item No. 2)	\$ <u>150,000.00</u>
2	Lump Sum	<u>Filter System Rehabilitation:</u> For the complete furnishing and installation of all general, structural, architectural, mechanical, instrumentation, electrical and ancillary work required for the rehabilitation of the existing filter installation in accordance with the Contract Documents along with all other items necessary to complete the Work that are not specifically included in other bid items for the lump sum price of:	\$ <u>3,000,000.00</u>
3	Lump Sum	<u>Permit Fee:</u> Payment for permit fees will be based upon the actual permit fees required by the Contractor from the various agencies having jurisdiction for construction of the project.	\$ <u>5,000.00</u>
4	Lump Sum	<u>Water Purchases:</u> Payment for owner's lost revenue for water purchases during timeframe that the filters will be out of service during construction of the project.	\$ <u>1,225,000.00</u>
5	Lump Sum	<u>Contractor's Markups for Bid Item No. 4:</u> Bid Item No. 5 is for all Contractor markups and costs associated with Bid Item No. 4.	\$ <u>67,000.00</u>

Item	Quantity	Description	Total
		TOTAL FOR BID ITEMS 1 THROUGH 5: <u>Four million four hundred</u>	
		<u>forty-two thousand and zero cents</u> (Written Dollar Amount)	\$ <u>4,442,000.00</u>

NOTES:

- The awarded Bidder must achieve Substantial Completion for this project within **360 calendar days** of issuance of Notice to Proceed (NTP) by the City and Final Completion must be accomplished within **425 calendar days** from NTP.
- Respondent(s), individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from Bid Opening.
- Respondent(s) understand and agree to be bound by the conditions contained in this Solicitation and shall comply with all requirements.

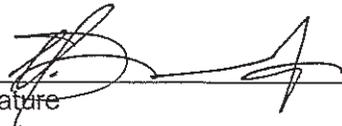
Cardinal Contractors, Inc.

Company Name

Michael Brandao

Authorized Company Representative (Print Name)

Vice President

Title:


Signature

September 6, 2017

Date:



MINIMUM REQUIREMENTS

**Winson Water Treatment Plant
Bid Package 1: Filter Rehabilitation
IFB No. 30-16-17**

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida. Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.	Attach Copy of Active Sunbiz.org Registration <input checked="" type="checkbox"/>
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submittal. The Respondent shall submit copies of the following: State of Florida Certified General Contractor AND/ OR Miami-Dade County Registered General Contractor	Attach Copy of Active License(s) <input checked="" type="checkbox"/> <input type="checkbox"/>
3.)	Provide documentation that demonstrates the Bidder has a minimum of five (5) years of experience as a General Contractor in the State of Florida.	Attach Relevant Documents <input checked="" type="checkbox"/>
4.)	Provide documentation that demonstrates the Bidder has maintained a permanent place of business in the State of Florida (i.e., business tax receipts) for a minimum of two (2) previous consecutive years.	Attach Copy of Business Tax Receipts <input checked="" type="checkbox"/>
5.)	Provide documentation that demonstrates the Bidder has available the organization and qualified manpower to do the work.	Attach Relevant Documents <input checked="" type="checkbox"/>
6.)	Bidders must submit proof of the successful completion and/or project under construction of at least two (2) projects by the Bidder similar to the scope of work described in this Solicitation, specifically focused on rehabilitation of water filters, performed within the past ten (10) years and must provide the project information requested under Section 2.2 of this Solicitation.	Attach Copy of Contract Form A-14 <input checked="" type="checkbox"/>



BID SUBMITTAL CHECKLIST

**Winson Water Treatment Plant
 Bid Package 1: Filter Rehabilitation
 IFB No. 30-16-17**

This checklist is provided only as a reference document for Bidders and outlines documents which must be submitted as part of the Bid proposal. Any Bid received without any one or more of these documents may be rejected as being Non-Responsive. Please be advised that this checklist **should not** be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bidder's proposal and should be enhanced as deemed necessary.

Company Name: Cardinal Contractors, Inc.

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page and Contact Information Form	
	Bid Form	
	Minimum Requirements Checklist	
	Bid Submittal Checklist	
	E-Verify Affidavit	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-11 Labor and Material Payment Bond	
	A-14 References	

E-Verify Affidavit

Obligation for State of Florida Funded Contracts:

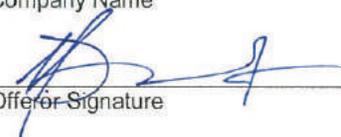
Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify System. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the State in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the State contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, all vendors doing business with the City of North Miami who are awarded state-funded contracts are required to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Cardinal Contractors, Inc.

Company Name


Offeror Signature

September 6, 2017

Date

Michael Brandao

Print Name

Vice President

Title

80-0388786

Federal Employer Identification Number (FEIN)

Notary Public Information

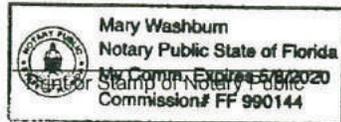
Sworn to and subscribed before me on this this 6 day of September, 2017.

By Michael Brandao

Is personally known to me

Has produced identification (type of identification produced: _____)


Signature of Notary Public



05/08/2020

Expiration Date

FORM A-1



SWORN STATEMENT UNDER 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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to North Miami [print name of public entity]

by Michael Brandao [print individual's name and title]

for Cardinal Contractors, Inc. [print name of entity submitting sworn statement]

whose business address is 13790 NW 4th Street, Suite 109, Sunrise, FL 33325

and (if applicable) its Federal Employer Identification Number (FEIN) is 80-0388786 (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 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 287.133(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, nonjury 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.

FORM A-1



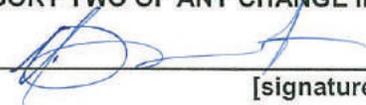
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any 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 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 (ONE) 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.


[signature]

Sworn to and subscribed before me this 6 day of September, 2017.

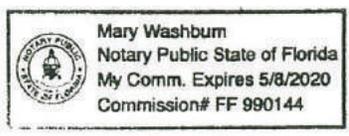
Personally known to me

OR Produced identification _____ Notary Public - State of Florida

self My commission expires 05/08/2020

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)







FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared
Michael Brandao (Authorized Officer), who being by me
duly sworn, deposes and says:

1. That he/she is the Vice President of the
corporation/partnership known and styles as Cardinal Contractors, Inc.,
duly formed under the laws of the State of Florida, on September 6, 2017,
is duly authorized to represent such corporation/partnership in the making of this
Affidavit and certification.

2. That Cardinal Contractors, Inc.
(corporation/partnership) has not, within 6 months next preceding the date of this affidavit,
entered into any combination, contract, obligation, or agreement to create nor that may tend to
create or to carry out any restriction on secret, competitive bidding on the procurement of
IFB No. 30-16-17, to fix, maintain, increase, or reduce the price set out in the
Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in
the Proposal is or has been in any manner affected, controlled, or established; or in any other
manner to prevent or lessen competition in the bidding for the Project.

3. That Cardinal Contractors, Inc.
(corporation/partnership) has not, during such time, entered into, executed, or carried out any
contract, obligation, or agreement with any person, corporation, or association of persons not to
bid on this Project below a common standard or figure, to keep the price thereof at fixed or
graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to
regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the
Project, or any portion thereof.

4. That Cardinal Contractors, Inc.
(corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either
directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds,
franchise, or other rights in or physical properties of any other corporation or partnership for the
purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in
the bidding on this Project.

5. That Cardinal Contractors, Inc.
(corporation/partnership) has not within such time entered into any agreement or understanding
to refuse to buy from or sell to any other person, corporation, firm, or association of person who
bids on the Project.



6. That no officer of Cardinal Contractors, Inc. has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

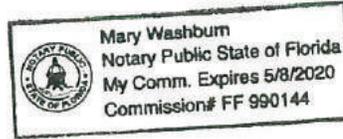
[Signature]
By: Michael Brandao

Its: Vice President

Authority Warranted

SWORN TO and subscribed before me this 6 day of September, 2017.

[Signature]
Notary Public
My Commission Expires:



05/08/2020

LOCAL PREFERENCE FORM A - 3

NOT APPLICABLE**LOCAL BUSINESS PREFERENCE AFFIDAVIT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

SECTION 1: GENERAL TERMS**Local Preference**

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The following criteria must be met in order to qualify for local preference:

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR**;
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR**;
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

The preference is used to evaluate the submittals received from bidders. Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

Comparison of Qualifications

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the City from giving any other preference permitted by law instead of preferences granted, nor prohibit the City to select the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Vendor ineligible for Local Preference. Bidder/Respondent must check the applicable box below.

LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses located within the limits of the City.
NOTE: A copy of a current Business Tax Receipt must be attached.

Place a check mark here only if affirming bidder meets requirements for **Local Preference Certification**.

LOCAL PREFERENCE FORM A - 3

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be granted to businesses with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

NOTE: Must submit current roster of all employees and provide proof of residence (Driver's License, Voter Registration Card, etc.) and proof of employment for those employees living within the City of North Miami.

Place a check mark here only if affirming bidder meets requirements for **Workforce Local Preference Certification**.

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be granted to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami.

NOTE: Must complete Form A-3(a): Statement of Intent

Place a check mark here only if affirming bidder meets requirements for **Subcontractor Local Preference Certification**.

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submission of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or attached hereto.

Company Name

Offeror Signature

Date

Print Name

Title

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

Notary Public

My Commission Expires:

NOT APPLICABLE

LOCAL PREFERENCE FORM A – 3(a)



STATEMENT OF INTENT

RFP/IFB NO. _____

A signed "Statement of Intent" shall be completed by both the proposer/bidder and the owner or authorized principal of each Local to provide services under this Solicitation.

_____ agrees to perform work on the above contract as (check one)
 Name of Local Business a partnership; a corporation; an individual; a joint venture

Local Business Contractor

The Local Business will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the City of North Miami for the work with _____.

Name of Bidder/Proposer

Item No.	Type of Work	Agreed Price of Work	Percentage of Work
1.		\$	%
2.		\$	%
3.		\$	%
TOTAL VALUE OF WORK		\$	%

_____ Title _____ Date _____
 Local Business Contact Name (Please Print)

_____ Local Business Address, City, State & Zip Code

_____ Phone Number _____ Authorized Local Business Signature
 Local Business E-Mail address

_____ Title _____ Date _____
 Authorized Bidder/Proposer Signature

NOTE: A copy of the Local Vendor Business Tax Receipt and signatures of Local Business and Bidder/Proposer are required.



FORM A-5

ADDENDUM TO BID DOCUMENTS

BID NUMBER: IFB No. 30-16-17

BID OPENING DATE: 09/06/17

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

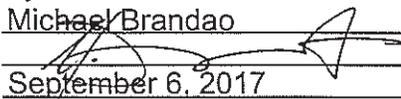
This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

- Addendum No. 1 MB (08/15/2017)
- Addendum No. 2 MB (08/28/2017)
- Addendum No. 3 MB (09/06/2017)
- Addendum No. 4 _____
- Addendum No. 5 _____
- Addendum No. 6 _____
- Addendum No. 7 _____
- Addendum No. 8 _____
- Addendum No. 9 _____
- Addendum No. 10 _____

Acknowledged by:

Name: Michael Brandao

Signature: 

Date: September 6, 2017



Form "A-6"

BIDDER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. 30-16-17

DISCIPLINE General Contractor

Team Composition Plan

Please provide the following for tracking purposes only:

Business Association	Business Name	Business Address	Business Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor	Cardinal Contractors, Inc.	13790 NW 4th St., Ste 109 Sunrise, FL 33325	954-587-0520	General Contractor	50%	N/A
Subcontractor	Brown & Brown Electric, Inc.	1150 SW 30th Ave Pompano Beach, FL	954-938-8986	Electrical	5%	MBE, SBE WBE-B, F
Subcontractor	Southland Painting	2635 NW 4th St Ft. Lauderdale, FL	954-748-2770	Painting	6%	N/A
Subcontractor	Commerce Controls, Inc.	8875 Hidden River Tampa, FL	941-301-9991	I+C	4%	N/A
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American

B = African American

F = American Woman

H = Hispanic American

N = Native American

L = Local Vendor (North Miami)



Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
 1. \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.



Form "A-9"

Bidder Must Submit With Bid
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Cardinal Contractors, Inc.

as Principal, hereinafter called Contractor, and Federal Insurance Company
Western Surety Company as Surety, are held and firmly bound unto the City of North

Miami, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

Five Percent of Bid Amount --

(Written Dollar Amount)

dollars (\$ 5% of Bid Amount) lawful money of the United States of American, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the September 6, 2017 entitled, Wilson Water Treatment Plant Bid Package 1: Filter Rehabilitation

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of North Miami and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.



Form "A-9"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the 23rd day of August, 2017.

WITNESS:

PRINCIPAL:

(If sole Proprietor or partnership)

(Firm Name)

BY _____

Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

Cardinal Contractors, Inc.
(Corporate Name)

BY [Signature]
(President) Vice President

Attest: [Signature]
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY
RESIDENT FLORIDA
AGENT OF SURETY:

SURETY:

[Signature: Robert Corley McLendon]
(Copy of Agent's current
License as issued by State
of Florida Insurance
Commissioner
Robert Corley McLendon)

Federal Insurance Company & Western Surety Company

By: [Signature]
Attorney-in-fact - Debbie L. Welsh

(Power of Attorney must be attached)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN

On August 23, 2017 before me, Donna J. Frowd, Notary Public
(insert name and title of the officer)

personally appeared Debbie L. Welsh
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna J. Frowd (Seal)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Jon Richard Sullivan, Debbie L. Welsh and Magdalena R. Wolfe of Novato, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 13th day of July, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 13th day of July, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318886
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 23, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Susan J Mc Gowan, Donna J Frowd, Debbie L Welsh, Magdalena R Wolfe, Jon Richard Sullivan, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of July, 2017.



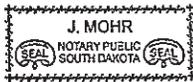
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of July, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of August, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBERT CORLEY MCLENDON

License Number : AI74006

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

11/15/1985

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida



REFERENCES (Form A-14)

List a minimum of three (3)

Name: WTP Improvements Phase I Contact: Dean Meyers
 Address: 200 Second Street
 City: West Palm Beach State: FL Zip: 33401
 Contact Person: Dean Meyers
 Phone: 954-300-9833 E-Mail: deanomeyers@gmail.com
 Type of Job Performed & Cost WTP Improvements - Water Filter Rehabilitations
\$6,662,586.00

Name: City of Boca Raton Contact: Chris Helfrich
 Address: 201 W. Palmetto Park Road
 City: Boca Raton State: FL Zip: 33432
 Contact Person: Chris Helfrich
 Phone: 561-338-7303 E-Mail: CHelfrich@ci.boca-raton.fl.us
 Type of Job Performed & Cost WTP - Gravity Filters Rehabilitation
\$5,227,573.00

Name: City of Cape Coral Contact: Brian Fenske
 Address: 1800 Everest Parkway
 City: Cape Coral State: FL Zip: 33904
 Contact Person: Brian Fenske
 Phone: 239-246-2696 E-Mail: bfenske@aol.com
 Type of Job Performed & Cost Everest WRF Expansion Plant Upgrade - Work included
modifications to the filters - \$21,035,104.00

CARDINAL CONTRACTORS, INC PROJECTS LISTING

Project Title	Project Description	Contract Amount	Contract Date	Completion Date	% Complete	CCI's Role	Contact Information for Project
<p>City of West Palm Beach WTP Improvements Ph I Project #05852435</p>	<p>Replace two existing 24,000 gallon sodium hydroxide bulk storage tanks, install a third 22,000 gallon ferric sulfate bulk storage tank and transfer pump and low additional 525 gallon day tanks. Install new piping to new injection points for chlorine and ammonia injection systems. Install an air scour system in filters 17-32. Install replacement underdrains, influent piping, filter media, and flow meters. Replace hydraulic valve actuators with electric actuators.</p>	<p>\$6,662,586.00</p>	<p>5/2007</p>	<p>3/2010</p>	<p>100%</p>	<p>GC</p>	<p>Malcolm Pirnie 8201 Peters Road, Suite 3400 Plantation, FL 33324 Dean Meyers Ph: 954-300-9833 deanmeyers@gmail.com</p>
<p>City of Boca Raton, FL Glades Road WTP Gravity Filters Rehabilitation Project # 71-07-004</p>	<p>Rehabilitation of six gravity filters, two clear wells in Filter Buildings 1 and 2 including removal and replacement of the underdrains, filter media, support gravel, wash water troughs, surface wash piping, control valves, actuators, electrical and instrumentation; Cement liner application to filter boxes; concrete repair on interior of clear wells and pipe gallery.</p>	<p>\$5,227,572.90</p>	<p>5/2008</p>	<p>11/2009</p>	<p>100%</p>	<p>GC</p>	<p>City of Boca Raton 201 W. Palmetto Park Road Boca Raton, FL 33432 Chris Heifrich Ph: 561-338-7303 CHeifrich@ci.boca-raton.fl.us</p>
<p>City of Cape Coral Everest WRF Expansion Plant Upgrade Project # WW-1C.3</p>	<p>Install aeration basins, clarifiers, return activated sludge, waste activated sludge facilities, filters, chlorine contact tank, deep injection well and surge tank, reclaimed water pump station, generator building, blower building, sodium hypochlorite & alum storage and dispensing system, administration building, electrical building, yard piping. Modification to the pretreatment system, aeration basins, aeration blowers, clarifiers, filters, reclaimed storage tanks. Demolition of existing structures and facilities.</p>	<p>\$21,035,104.65</p>	<p>7/2006</p>	<p>3/2010</p>	<p>100%</p>	<p>GC</p>	<p>City of Cape Coral 1800 Everest Parkway Cape Coral, FL 33904 Brian Fenske (Water Recl. Director) Ph: 239-374-0401, C: 239-246-2896 bfenske@aol.com</p>

Bidder Qualifications - 2.2, e

- Cardinal Contractors, Inc. has been a General Contractor in the water/wastewater sector for 33 years
- 9,000+ employees (Cardinal has access to 1,000+ field qualified men/women. Professional Resumes available upon request)
- Strong self-perform construction capabilities
- Extensive company-owned equipment fleet
- Company-owned fabrication facilities
- Cardinal Contractors, Inc. is a wholly owned subsidiary of Primoris Services Corporation
- Publicly traded on Nasdaq (PRIM)
- One of the largest specialty contracting and engineering companies in the U.S.
- Ranked 42nd by ENR Among "Top 400 General Contractors in 2017"
- Selected by Forbes in 2015 as one of
"The 100 Most Trustworthy Companies In America"
- Full Engineer-Procure-Construct capabilities



PEC Primoris

State of Florida

Department of State

I certify from the records of this office that CARDINAL CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on November 19, 2003.

The document number of this corporation is P03000135967.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 17, 2017, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of June,
2017*



Ken Detjmer
Secretary of State

Tracking Number: CU3016258687

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

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



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

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

(850) 487-1395

**HOLT, RICHARD NEAL
CARDINAL CONTRACTORS, INC.
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH FL 34211**

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 barbecue 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.

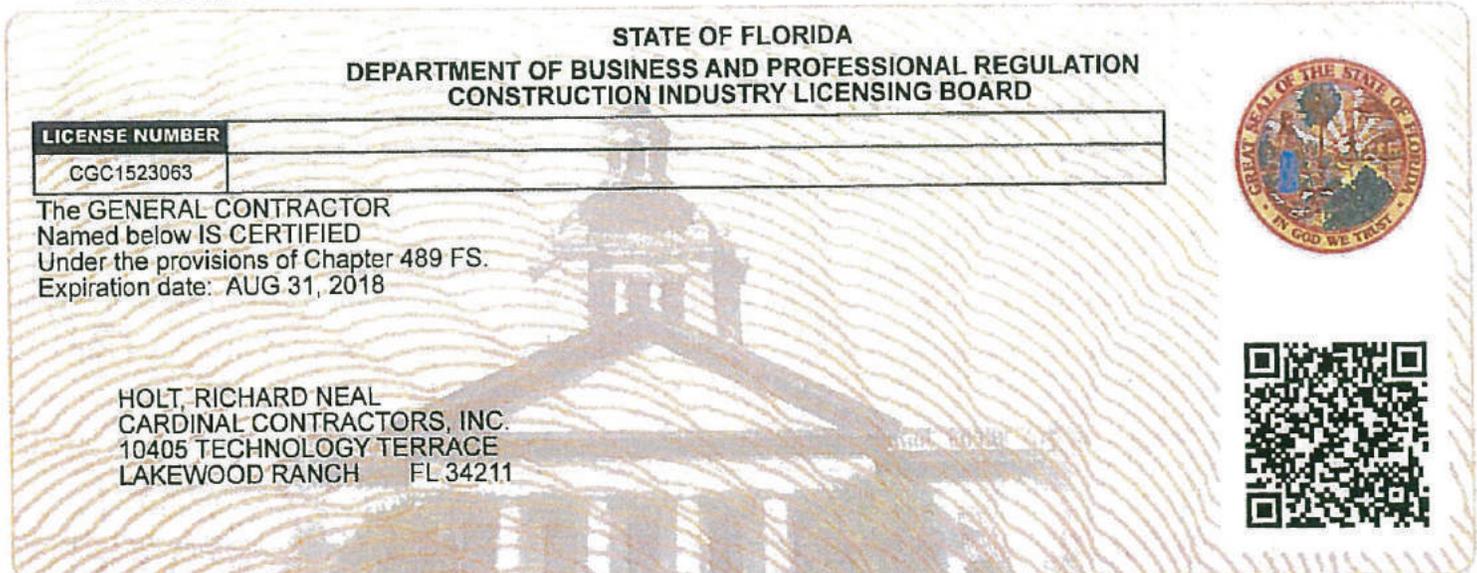
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



LICENSE NUMBER

CGC1523063

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

**HOLT, RICHARD NEAL
CARDINAL CONTRACTORS, INC.
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH FL 34211**

ISSUED: 05/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605160000774



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
CARDINAL CONTRACTORS, INC.

Filing Information

Document Number	P03000135967
FEI/EIN Number	80-0388786
Date Filed	11/19/2003
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/28/2011
Event Effective Date	NONE

Principal Address

10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH, FL 34211

Changed: 07/28/2011

Mailing Address

10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH, FL 34211

Changed: 07/28/2011

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/24/2007

Address Changed: 12/24/2007

Officer/Director Detail

Name & Address

Title Director

KING, DAVID L
2100 MCKINNEY AVENUE #1500
DALLAS, TX 75201

Title Director, Secretary

PERISICH, JOHN M.
26000 COMMERCENTRE DRIVE
LAKE FOREST, CA 92630

Title VP

BANDAO, MIKE
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH, FL 34211

Title CFO

ARCENEUX, BLANCHE
11200 Industriplex Boulevard
Suite 150
BATON ROUGE, LA 70809

Title Director, VP

HOLT, RICHARD
10315 Technology Terrace
LAKEWOOD RANCH, FL 34211

Title President, Director

PATRICK, HAROLD (DON)
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH, FL 34211

Title Director

MOERBEEK, PETER J.
2100 MCKINNEY AVENUE, #1500
DALLAS, TX 75201

Annual Reports

Report Year	Filed Date
2016	04/29/2016
2016	05/11/2016
2017	04/17/2017

Document Images

04/17/2017 -- ANNUAL REPORT	View image in PDF format
09/09/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/11/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
05/26/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
05/10/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
09/11/2012 -- ANNUAL REPORT	View image in PDF format
03/05/2012 -- ANNUAL REPORT	View image in PDF format
07/28/2011 -- Amendment	View image in PDF format
05/23/2011 -- ANNUAL REPORT	View image in PDF format
04/06/2011 -- ANNUAL REPORT	View image in PDF format
12/16/2010 -- ADDRESS CHANGE	View image in PDF format
04/23/2010 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- Amendment	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
07/28/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
12/24/2007 -- Reg. Agent Change	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
07/10/2006 -- ANNUAL REPORT	View image in PDF format
02/21/2005 -- ANNUAL REPORT	View image in PDF format
02/25/2004 -- ANNUAL REPORT	View image in PDF format
11/19/2003 -- Domestic Profit	View image in PDF format

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: CARDINAL CONTRACTORS INC
Business Name: CARDINAL CONTRACTORS INC

Receipt #: 180-6618
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: RICHARD NEAL HOLT
Business Location: 13790 NW 4 ST STE 109
 FT LAUDERDALE
Business Phone: 941-209-2912

Business Opened: 12/28/2005
State/County/Cert/Reg: CGC1523063
Exemption Code:

Rooms Seats Employees Machines Professionals
60

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	15.00	0.00	0.00	0.00	0.00	165.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

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

Mailing Address:
 CARDINAL CONTRACTORS INC
 10405 TECHNOLOGY TERRACE
 LAKEWOOD RANCH, FL 34211

Receipt # 03C-15-00004190
Paid 09/27/2016 165.00

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: CARDINAL CONTRACTORS INC

Receipt #: 180-6618
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: WILLIAM MCDEVITT
Business Location: 5365 STIRLING RD
FT LAUDERDALE
Business Phone: 954-587-0520

Business Opened: 12/28/2005
State/County/Cert/Reg: CGC034089
Exemption Code:

Rooms Seats Employees Machines Professionals
60

		For Vending Business Only					
		Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
150.00	0.00	0.00	0.00	0.00	0.00	150.00	

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

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

Mailing Address:

WILLIAM MCDEVITT
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH, FL 34211

Receipt # 01A-13-00005933
Paid 08/11/2014 150.00

2014 - 2015

RESOLUTION NO. 2017-R-153

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S SELECTION OF CARDINAL CONTRACTORS, INC. TO PERFORM THE WINSON WATER TREATMENT PLANT FILTER REHABILITATION PROJECT; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO COMPLETE THE PROJECT IN AN AMOUNT NOT TO EXCEED FOUR MILLION FOUR HUNDRED FORTY TWO THOUSAND DOLLARS (\$4,442,000.00), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN INVITATION FOR BIDS NO. 30-16-17; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 20, 2017, the City of North Miami ("City") issued *Invitation for Bids No. 30-16-17 Winson Water Treatment Plant – Bid Package 1: Filter Rehabilitation* ("IFB"), requesting quotes from qualified and experienced vendors to furnish all labor, equipment, materials and expertise required to successfully perform the Filter Rehabilitation Project at the City's Winson Water Treatment Plant, in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, the City received and opened three (3) bids and Cardinal Contractors, Inc. ("Contractor"), was determined to be the lowest responsive and responsible bidder, with qualifications and references demonstrating to be the most advantageous to the City in the provision of Services; and

WHEREAS, the scope of work for the project ("Project") consists of the replacement of filter media, surface wash agitator system, under-drain system and pipe gallery for existing filter numbers one (1) through four (4), including refurbishment and waterproofing of filter interiors for leak suppression, with all ancillary accessories; and

WHEREAS, the Contractor has manifested the capability and willingness of providing Services to the City for a total project cost of Four Million Four Hundred Forty Two Thousand Dollars (\$4,442,000.00); and

WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Contractor and further authorize an agreement for the completion of Services.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Selection Approval. The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration’s selection of Cardinal Contractors, Inc., as the lowest responsive and responsible contractor to perform the Filter Rehabilitation Project.

Section 2. Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to negotiate and execute an agreement to complete the project in an amount not to exceed Four Million Four Hundred Forty Two Thousand Dollars (\$4,442,000.00), in accordance with the terms, conditions and specifications contained in Invitation for Bids No. 30-16-17 Winson Water Treatment Plant – Bid Package 1: Filter Rehabilitation.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of December, 2017.

DR. SMITH JOSEPH
MAYOR

ATTEST: MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Bien-Aime

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	<u> X </u> (Yes) <u> </u> (No)
Vice Mayor Scott Galvin	<u> X </u> (Yes) <u> </u> (No)
Councilman Alix Desulme	<u> X </u> (Yes) <u> </u> (No)
Councilwoman Carol Keys, Esq.	<u> X </u> (Yes) <u> </u> (No)
Councilman Philippe Bien-Aime	<u> X </u> (Yes) <u> </u> (No)