

**AGREEMENT FOR SECURITY AND SPORT LIGHTING SYSTEMS MAINTENANCE BETWEEN THE CITY OF FORT LAUDERDALE AND IMPERIAL ELECTRICAL INCORPORATED**

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of April, 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Imperial Electrical Incorporated, a Florida corporation, ("Contractor"), whose address and phone number are 11821 NW 11<sup>th</sup> St., Plantation, FL 33323, Phone: 954-325-2133, Fax: 954-938-0530, E-Mail: mterango@aol.com.

WHEREAS, the City and the Contractor wish to enter into an agreement for security and sport lighting systems maintenance based on an agreement between the Contractor and City of Miami Gardens, a Florida municipality,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City on an as needed basis, security and sport lighting systems maintenance in accordance with the terms of City of Miami Gardens Co-Op Invitation to Bid 11-12-033 ("ITB") and the Contractor's response to the ITB dated September 14, 2012, ("Miami Gardens Agreement").

2. The City's General Terms and Conditions and Insurance Requirements, which are attached hereto, are incorporated herein.

3. This Contract shall be coterminous with the City of Miami Gardens Agreement and shall be automatically extended in the event the Miami Gardens Agreement is extended in accordance with Paragraph 2.2 of the Special Conditions of the Miami Gardens Agreement.

4. In the event of any conflict between or among the documents comprising this agreement or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City's City Manager (or designee);
- B. Second, this Agreement dated April 17, 2013, and any attachments;
- C. Third, the City's General Terms and Conditions and Insurance Requirements;
- D. Fourth, the ITB;
- E. Fifth, the Contractor's response to the ITB.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: 

City Manager

## INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, the Contractor shall furnish to the City proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The City is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the City as "additional insured" will be at the contractor's expense.

### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**A certificate naming the City as an "additional insured" for General Liability in the description box on the certificate of insurance is required.**

sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

#### PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance**, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of

**5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

**5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

**5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.



**City of Miami Gardens**  
**INVITATION TO BID**

The City of Miami Gardens acting as lead City for the SE Fla. Co-Op Group is requesting sealed bids from qualified licensed electrical contractor(s) for an annual contract for the maintenance and repairs of security and sport lighting systems and other general purpose lighting.

**PROPOSAL SUBMISSION** Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167<sup>th</sup> Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167<sup>th</sup> Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday September 6, 2012**, at which time names of the bidders will be read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

**"ITB#11-12-033- SECURITY & SPORT LIGHTING SYSTEMS  
MAINTENANCE"**

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll free 1-800-711-1712 and request Document #1112033 or may be found on the City's web site at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov). Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

**FOR INFORMATION** For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000 [procurement@miamigardens-fl.gov](mailto:procurement@miamigardens-fl.gov). Deadline for submittal of questions is August 20, 2012 @ 3:00 p.m

**ACCEPTANCE AND REJECTIONS** The City of Miami Gardens reserves the right to reject any or all bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that Pursuant to subsection (t) "Cone of Silence," of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the ITB/RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

# SECURITY & SPORTS LIGHTING SYSTEMS MAINTENANCE

ITB#11-12-033

September 6, 2012

## 1.0 GENERAL CONDITIONS

### 1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Specification Response must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

### 1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

### 1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

#### 1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

#### 1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

**1.8 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

**1.9 AWARDS:**

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

**1.10 BID OPENING:**

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

**1.11 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.12 PAYMENT:**

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.13 DISPUTES:**

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**1.16 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.17 OSHA:**

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.17A SAFETY PRECAUTIONS:**

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

**1.18 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.19 ANTI-DISCRIMINATION:**

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

**1.24 CANCELLATION:**

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

**1.25 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

**1.26 SUBSTITUTIONS:**

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.27 FACILITIES:**

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.28 BID TABULATIONS:**

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

**1.29 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in

power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

**1.33 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**1.34 OPTIONAL CONTRACT USAGE:**

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

**1.35 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**1.36 WARRANTIES OF USAGE:**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**1.37 PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.38 CODE OF ETHICS:**

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

**1.39 NON-COLLUSION:**

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority, women's businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation minority businesses;
- Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

rate bid to the nearest quarter hour. Travel time, picking up parts and materials, etc. shall not be included in billing.

Bidder shall include in the Bid all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees. Overtime must be specifically authorized by the City. No overtime which exceeds the rates quoted in the Bid shall be authorized. Payments shall be made monthly, in arrears, for services rendered the previous month, upon submission of properly certified invoices and/or approved inspection reports. All such information shall be provided to the designated City personnel for approval in advance of payment.

**PURCHASING CARD PROGRAM:**

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors will receive payment from the purchasing card and have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

**INVOICES:**

Invoices for parts and supplies shall be submitted on a percentage above vendor cost for parts and supplies only – no mark-up will be allowed for shipping/freight, if applicable. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

Material costs including unit prices shall be listed as separate item(s). Materials, parts or equipment installed shall be invoiced at successful Bidder's cost to include any and all discounts offered by the supplier. Material prices submitted are subject to verification by City personnel or other sources.

**HOURLY RATE:**

The hourly rate quoted shall include full compensation for labor as stated above, equipment use, travel time and any other cost to the bidder. Hourly rates will be invoiced for time worked at job location not for travel time to and from Contractor's location. Hourly labor rates are specified as follows:

**Hourly Labor Rate I** – hourly rate for straight time repairs, i.e. from 7:00 a.m. to 4:30 p.m. (Rate to include labor and travel, parts not included).

**Hourly Labor Rate II** – hourly rate for overtime repairs, i.e. before 7:00 a.m. or after 4:30 p.m. or on weekends or holidays. (Rate to include labor and travel, parts not included).

**2.5 RESPONSE TIME:**

A three (3) day response time is required for services. Failure to respond to a service call within the specified time will result in the successful bidder paying any and all costs associated with the repairs performed by a secondary contractor.

The need arises that repairs to security and/or sports lighting is required where a three day response time is not feasible, the bidder shall specify on the attached Bid Form the estimated response time necessary to get crews working after notification of required services. This response time may be used in the evaluation process in determining recommendation of award. If Contractor is

Invoices for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

**2.9 INSURANCE:**

**Bidders must submit with their bid,** proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

2.9.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000

The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.

2.9.2 Fidelity/dishonesty coverage - \$500,000 per occurrence

2.9.3 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations

2.9.4 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$500,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after recommendation of award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.10 CONTACT PERSON:**

For any additional information regarding the specifications and requirement of this proposal, contact: Pam Thompson, fax: (305) 474-1285, e-mail: [pthompson@miamigardens-fl.gov](mailto:pthompson@miamigardens-fl.gov).

**2.11 LIQUIDATED DAMAGES:**

Purchase Orders will be issued and completion times will be mutually agreed upon between the contractor and the City. Liquidated damages of \$100.00 per calendar day will be deducted from the contract sum for each and every calendar day delay in commencing work or elapsing beyond the specified time for completion for each Purchase Order.

**2.12 BID CLARIFICATION:**

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 N W 167<sup>th</sup> Street, Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285. The bid title/number shall be referenced on all correspondence. All questions must be received no later than 3:00 p.m. August 20, 2012. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**2.13 CONDITIONS OF WORK:**

pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

#### **2.18 LICENSE OF BIDDERS**

All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid electrical license for the types of work covered by this Contract and issued by:

A) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes and registered with the County; or

B) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

**Proof of holding such Certificate shall be submitted with bid response. Failure to submit such proof shall result in rejection of the response to this IFB. Contractor shall also submit with bid response a letter from Musco certifying approved installer of Musco products.**

If the Electrical Contractor is a joint venture, or a venture or whatever nature or qualifications, it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations (DRP). Joint venture bidders, if not qualified as stated above, may submit qualifications if they have initiated the process with the Florida Licensing Board and have received a letter from the DRP attesting that they have satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

#### **2.19 ACCIDENTS**

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to any who may be injured in the process of the Work.

The Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50

#### **2.20 STORAGE OF MATERIALS:**

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus fabric is the responsibility of the contractor and employees. The City of Miami Gardens assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

#### **2.21 PERMITS:**

Contractor shall obtain all required permits when applicable. The fee for City Gardens permits will be waived. However contractor shall pay the Dade County surcharge of \$.60/\$1,000. Contractor must inquire with each participating agency for permitting requirements.

All repairs and maintenance shall comply fully with all local and state laws and ordinances and with all established codes applicable thereto.

**2.28 LATE PROPOSALS:**

The City of Miami Gardens cannot accept bid submittals received after opening time and encourages early submittal.

**2.29 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

**2.30 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND ONE COPY of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

STATEMENT OF BIDDER'S EXPERIENCE

PROOF OF INSURANCE

REFERENCES

CONTRACTOR QUESTIONNAIRE

SUB-CONTRACT LIST

**2.31 PARTICIPATING AGENCIES**

Each participating governmental City will be responsible for issuing its own Purchase Obligations/task orders. Each City will require separate billings, be responsible for payment to the awarded contractor and issue its own tax exemption certificates as required by contractor. Invoicing instructions, site locations, and bonding requirements, if applicable, will be in accordance with the respective City's requirements.

Any reference in this document to a single City, will be understood as referring to all participating agencies referenced in this bid.

**Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Co-Op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead City. New Co-Op members may participate in any contract, on acceptance and approval by the lead City.**

City & Address	Contact	Phone
City of Miami Gardens 1515 NW 167 <sup>th</sup> Street #200 Miami Gardens, FL 33169	Pam Thompson	305-622-8031
City of Hallandale Beach	Bob Williams	954-457-2235
City of Tamarac	Keith Glatz	954-597-3567
City of Margate	Spencer Shambray	954-935-5341
City of Ft. Lauderdale	AnnDebra Diaz	954-828-5949

contractor's cost-plus mark-up. The City Representative assigned reserves the right to designate electrical supplies for use by the Contractor from materials held by the City with an itemized inventory. Any remaining electrical supplies supplied by City or purchased from the contractor that may remain after project completion, become the property of City. The City is under NO OBLIGATION to purchase materials under this contract if the electrical supplies can be purchased on other City contracts or in a more cost-efficient fashion.

3.2.4 'Parts runs' are not an hourly reimbursable expense under this solicitation.

### 3.3 EQUIPMENT SUPPLIED:

3.3.1 Equipment up to and including those items listed below are considered overhead items covered under the labor rate bid. Specialty trade items for which additional charges are appropriate must be approved on a case-by-case basis. Overhead Equipment Covered Under Labor Rate:

- All light trucks, personnel, and tool transport equipment;
- All hand tools (including power tools) customarily employed in the electrical trade;
- Bucket truck/Aerial Lift truck 59' or less working height;

3.3.2 Equipment up to and including those items listed below are not considered overhead items and shall be listed on the Bid Form Tools and Equipment Not Covered Under Labor Rate:

- Bucket truck/Aerial Lift truck 60' or more working height;
- Trencher to 4' depth
- Crane truck

3.3.2 Contractor must either own, lease or rent, in the name of the contractor, at least one 110' bucket truck. A copy of the registration proving ownership or copies of a current leasing or rental agreement, for a minimum period of one year must be included with the bid for review and approval. A letter of intent for a heavy equipment firm pending approval from an equipment leasing or rental firm is also acceptable. A list of equipment, confirming ownership, including size and capability, shall be included with the bid, or upon request. The equipment list must be complete, capable of executing every project for which the bidder submits item prices on the Bid Form.

3.3.3 Service trucks must be capable of servicing a minimum of 20-50-amp exterior circuits. Contractor must also have the necessary materials and equipment to locate conduit and wires buried in the ground.

3.3.4 Transportation costs for owned - leased or rented equipment not included in 3.3.1 related to specific projects will be reimbursed at the hourly rate for the specific equipment required when picked-up and returned to the contractor's owned-leased or rented location.

3.3.5 Transportation costs for owned-leased or rented equipment between City locations will be reimbursed at the hourly rate when the Contractor's personnel are assigned to more than one work location per day.

Water shall be free from foreign materials in amounts harmful to concrete and embedded steel.

Steel reinforcement and fastener standards:

- a) Deformed steel reinforcement shall conform to requirements per ASTM-A615 for Grade 60 Rebar.
- b) Prestressed steel reinforcement shall conform to uncoated 7-wire, stress-relieved strand per ASTM-A416.
- c) Steel spiral reinforcement shall conform to the requirements per ASTM-A82 and shall not be less than 0.150" diameter.
- d) All structural steel hardware and anchor bolts must conform to ASTM-A36 with zinc alloy AC41A shall conform to ASTM-B240 possessing a hot-dipped galvanized finish per ASTM-A153.
- e) Anchor bolts' threaded end to be HDG for minimum of 12" nuts, with washers and spacers to be fabricated of HDG Steel.

Finishing standards:

- a) Luminaire finish should be applied in a manner that will assure a durable wear-resistant surfacing. Prior to finishing, hot clean surface by accepted chemical means and receive corrosion inhibiting (phosphating) treatment assuring positive paint adhesion.
- b) Exposed metal surfaces, except chromium-plated parts, shall be given an even coat of high-grade methacrylate lacquer, or transparent epoxy.
- c) Aluminum surfaces exposed to weather must receive a duranidic finish for corrosion resistance.
- d) Sheet steel luminaire housings, iron and steel parts, which have not received corrosion inhibiting (phosphating or bonderizing) treatment are to be utilized in exterior applications and made corrosion-resistant by zinc-, hot-dipped zinc galvanizing or cadmium-plating after completion of all forming, welding, or drilling operations.
- e) The minimum thickness of above protective coatings must be:
  - (1) Hot-dipped galvanized zinc coating - .0005".
  - (2) Cadmium-plating - .0001".
  - (3) Electroplate parts operated under temperatures injurious to hot-dipped galvanizing.

Painted reflectors must be completely formed before application of primer and enamel color coatings.

Reflectors and bodies for fluorescent lamp luminaires made of steel of the thickness specified, have a baked-on white synthetic enamel finish and given a suitable primer and white color coats properly applied.

If requested by the CITY Supervisor assigned, contractor must submit a sufficient quantity of flat steel panels having the identical primer and color coats applied in the same manner as proposed for the contract items, for subjection to any one or all of the tests listed herein by an CITY-approved independent testing laboratory. The panels must be of a suitable size and drilled as necessary for a particular test procedure. CITY will bear the cost of all required tests if they pass; the contractor will bear the cost of testing if they fail.

### 3.6 LAMPS:

Provide lamps for luminaries when requested by the City Supervisor assigned. City reserves the right to provide the lamps from its own stock when it is cost effective to do so. Any remaining lamps not used in any project remain the property of City.

Wire within housing must be entirely covered with flexible woven fiberglass sleeve. Protect wiring with tape or tubing at all points where abrasion may occur. Conceal wiring within luminaire construction except where the luminaire design or mounting dictates otherwise.

Connections of wires to lampholder terminals and other accessories must be made in a neat and workmanlike manner and be electrically and mechanically secured with no protruding loose strands. The number of wires extending to or from the terminals of a lampholder or other accessory shall not exceed the number that the accessory is designed to accommodate.

Wiring channels and wire ways must be free from projections, rough or sharp edges throughout. All points or edges over which conductors must pass and may be subject to injury or wear shall be rounded or bushed.

Insulated bushings are to be installed at points of entrance and exit of flexible wiring.

Junction boxes attached to luminaires must be approved for the number of conductors indicated on the drawings with supplementary junction boxes installed where required and comply with NEC.

For exterior lighting, provide a fuse and fuse holder in the primary side of each ungrounded conductor for all ballasts, at the hand hole of each exterior pole-mounted luminaire or junction box for each wall-mounted luminaire.

Ballasts shall be CWA for designated voltage. The approved manufacturers are Advance, Jefferson, General Electric, Sola or Universal.

All splices in ground boxes shall be sealed with approved sealing packs. The approved brand is 3M Scotch Lock 3570. All conduits entering ground boxes shall be sealed with an approved duct seal in an attempt to prevent the intrusion of water and other objects.

### **3.10 ILLUMINATION:**

Provide illumination computer printouts for all parking lots.

Provide a maintained minimum of 1 foot-candle with a maximum to minimum ratio of 12:1.

Illumination of façade should be accomplished with multiple controlled beam floodlights as shown on luminaire schedule. Floodlights must be contained in aluminum-fabricated housings mounted vertically on the face of each pole.

Luminaries must provide 5 foot-candles average with a maximum to minimum ratio of 4:1.

Provide computer printout of point-by-point vertical foot-candles with the shop drawings and prior to fabrication.

### **3.11 LIGHTING CONTACTORS:**

Lighting contactors shall be electrically operated, mechanically held with double break silver alloy contacts, fully-rated for tungsten, fluorescent or general use loads with interrupting capacity of 300% of rated current and NEMA I enclosure except

Size A3 aggregate gravel or rock must be used to backfill concrete direct burial poles.

Upon completion of the installation, the luminaires and lighting equipment must be in complete operating order, free from defects in condition and finish. At the time of final inspection, luminaires and equipment must be fully lamped, and be complete with required lenses or diffusers, reflectors, side panels, louvers or other components necessary for the proper functioning of the luminaires. Luminaires and equipment must be clean and free from dust, plaster or paint spots. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to the final inspection must be replaced by the Contractor at no additional expense to CITY.

Housings installed directly in concrete should be fabricated of hot-dipped galvanized steel or cast aluminum. Where cast aluminum housings are used, provide two coats of asphaltum paint prior to installation.

Provide 1/8" thick x 2" diameter solid neoprene grommets at every mounting point for all luminaires surface-mounted to concrete structure to prevent direct contact of housing to concrete.

Adjust all directional luminaires to obtain the most uniform light distribution. Orient similar luminaires consistently. Coordinate luminaires with speakers, air grilles, pipes and ductwork.

Luminaire bottoms, edges and ends of rows must be even. Rows shall be straight, aligned and equally spaced in distinct areas. Clean all luminaires of debris and fingerprints and adjust trim to fit surface snugly. Provide all necessary hangers and mounting accessories for a complete installation.

Locate the fluorescent luminaires in the equipment rooms to provide the best illumination of the equipment already installed. Use chains or rods to support luminaires installed below ducts and pipes, as required. Install luminaires after pipes and ducts are installed.

After the installation of luminaires is completed, adjust luminaires after dark under the supervision of the CITY Supervisor assigned.

Upon completion of the luminaire projects, turn on lighting for a continuous 48-hour period in order to observe, replace any burned-out lamps, defective ballasts, fuses and related material.

### **3.14 GROUNDING:**

Install complete grounding system in accordance with NEC 250.

Measure ground grid resistance with earth test megger and install additional ground rods and conductors as required until resistance to ground does not exceed 5 ohms.

Ground bus shall be a minimum of 4 x 1/4" copper, mounted on insulating standoff, complete with lugs for connecting grounding cables.

Ground rods shall be copper clad steel, 3/4" in diameter x 10' long, minimum.

Supplement the grounded neutral of the secondary distribution system by an equipment grounding system. Arrange the equipment grounding system so that all non-current carrying items in close proximity with electrical circuits are maintained

current device supplying the unit. Bond the conductor to each unit air duct, and to the ground in the panel board.

Conduit ground continuity, locknuts, bushings, joiners and similar conduit fittings shall be made sufficiently tight to assure a continuous and permanent metal-to-metal flow throughout each system. Where conduits terminate without mechanical connection to a metallic housing of electrical equipment, provide each conduit with a ground bushing and each bushing connected with a bar copper conductor to the ground bus in the electrical equipment.

Provide an unspliced main bonding jumper to connect the equipment grounding conductor and the service- equipment enclosure to the grounded conductor of the system within the service equipment or within the service conductor enclosure.

Communication grounding requirements are:

- a) Telephone: Provide 1 no. 6 from main ground bus to ground bus on telephone equipment board
- b) Fire alarm and detection: Provide 1 no. 8 to nearest ground bus
- c) Television distribution system: Provide 1 no. 8 to nearest ground bus
- d) Public address system: Provide 1 no. 8 to the nearest ground bus
- e) Computer networking: Provide 1 no. 6 to the nearest ground bus

Installation requirements:

- a) End-to-end luminaires shall be continuously bonded
- b) Grounding contacts of receptacles shall connect to a system-grounding conductor, NOT the system neutral, by a minimum no. 12 AWG stranded copper wire. The resistance between the contacts and solid earth ground must not exceed 3 ohms.
- c) Bond all metal parts. Make equipment and bus connections with suitable lugs or clamps. Cadweld all wire-to-ground rod joints. Cadweld all wire-to-wire joints no. 1/0 and over.
- d) Bond all conduits stubbing under switchboards, transformer and similar locations using bonding bushings.
- e) Provide a bond wire in all flexible metal conduits and connect to the boxes at each end in an approved manner
- f) Use PVC for sleeving grounding conductors, except that where sleeves are subject to extreme injury use rigid metal conduit bonded at both ends
- g) The TV antenna ground wire shall be connected to the main grounding system
- h) Paint buried joints with red glyptal
- i) Ground all transformer secondaries per NEC 250 unless shown otherwise on the drawings
- j) The resistance to ground must be tested and logged by the City in the presence of the City Supervisor assigned in order to assure less than 5 ohms resistance. Testing will be conducted per NEC and Institute of Electrical and Electronic Engineers (IEEE) 142 recommended practices after the complete system has been fully grounded.
- k) For exterior light poles and sport lighting, provide a ground rod inside the Quazite ground box near pole bases with no. 6 AWG copper wire from the pole to the top of the ground rod, per NEC 250.70, Methods of Grounding and Bonding Copper Connection to Electrodes.
- l) Provide an insulated green equipment grounding conductor, sized per NEC 250.122, Minimum Size Equipment Grounding Conductors for Grounding Raceway and Equipment, in each power and/or lighting raceway. City shall bond all associated metal parts of the pole lighting system to the equipment ground conductor.

Foster Park	609 NW 6 Ave	no	no	yes	no
Golden Isles Park	424 Layne Blvd	no	no	no	yes
Golden Isles Tennis	500 Egret Drive	no	no	yes	no
Ingalls Park	735 SW 1 Street	yes	no	yes	yes
Scavo Park (After Construction)	900 Three Islands Blvd	no	no	yes	yes
Johnson Park	900 NW 8 Ave	no	yes	yes	no
Bluesten Park	501 SE 1 Ave	no	yes	yes	yes

### 3.17 PARK LOCATIONS - CITY OF MARGATE

Facility	Address	Parking Lot Lights	Ballfield Lights	Outside Building Lights	Trail Lights
Centennial Park	7800 Royal Palm Blvd.	no	yes	no	no
Coral Gate Park	5650 N.W. 29 Street	no	yes	no	no
Margate Middle School (Sports Fields Only)	500 N.W. 65 Avenue	no	yes	no	no
Margate Sports Complex	1695 Banks Road	no	yes	no	no
Oriole Park	7055 NW 1st Street	no	yes	no	no
Southeast Park	655 S.W. 50 Avenue	no	yes	no	no
Vinson Park	955 NW 66th Avenue	no	yes	no	no
Winfield Park	6400 Winfield Blvd	no	yes	no	no

**3.19 PARK LOCATIONS – CITY OF FT. LAUDERDALE**

<b>Park Name</b>	<b>Address</b>	<b>Lights</b>
Bass Park	2750 NW 19th St - 33311	Basketball Court Tennis Court
Bayview Park	4401 Bayview Dr - 33308	Basketball Court Tennis Court Athletic Fields
Benneson, Charles B Park	1400 SW 33rd Terr - 33312	Tennis Court
Bennett School	1755 NE 14th St - 33304	Basketball Court
Croissant Park	1800 SW 4th Ave - 33315	Athletic Fields
Dillard High School Park	2501 NW 11th St - 33312	Basketball Court Tennis Courts Running Track
Dotti Mancini Park	6400 NE 22nd Ave - 33308	Basketball Court
Floranada Park School	5100 NE 14th Way - 33334	Athletic Fields Basketball Court Volleyball Court
Florence Hardy Park	25 SW 9th St - 33315	Tennis Court Ballfield
Ft Lauderdale Beach Park	700 Seabreeze Blvd - 33316	Basketball Court
Ft Lauderdale High School	1600 NE 4th Ave 33305	Tennis Courts
George English Park	1101 Bayview Dr - 33304	Basketball Court Tennis Court Multipurpose Field
Holiday Park	800 N Federal Hwy - 33304	Athletic Fields Racquetball Courts Tennis Courts Basketball Courts Volleyball Courts Baseball Football
Hortt Park	1700 SW 14th Ct - 33312	Basketball Court
Joseph C. Carter Park	1450 W Sunrise Blvd - 33311	Athletic Fields Basketball Court Racquetball Court

## BID CHECK LIST

- YES \_\_\_ NO \_\_\_ 1. Copy of appropriate License and Permits
- YES \_\_\_ NO \_\_\_ 2. Proof of ability to obtain insurance
- YES \_\_\_ NO \_\_\_ 3. Bid Submittal Price
- YES \_\_\_ NO \_\_\_ 4. Bid signed by authorized representative
- YES \_\_\_ NO \_\_\_ 5. Vendor Representative Contact information
- YES \_\_\_ NO \_\_\_ 6. References with Phone & Fax Numbers, E-mail Address
- YES \_\_\_ NO \_\_\_ 7. List of Similar Contracts
- YES \_\_\_ NO \_\_\_ 8. Bid prepared in duplicate
- YES \_\_\_ NO \_\_\_ 9. City Occupational License (if applicable)
- YES \_\_\_ NO \_\_\_ 10. Electrical License
- YES \_\_\_ NO \_\_\_ 11. Accept VISA Credit Card for payment

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a "NO BID" in any portion of a section will not be considered for that section award.

**SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:**

Vendor shall provide removal, replace poles and reposition & lights as specified herein.

YES  NO

Vendor shall insure adequate personnel and equipment to provide specified levels of service.

YES  NO

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service.

YES  NO

Vendor shall hold unit Bid prices firm throughout Contract period

YES  NO

Hourly rates will be invoiced for time worked at job location not for travel time to and from Contractor's location.

Craft	Title	Est. Hours	Per Hour	Total
Master Electrician/Supervisor/Foreman		150		
Journeyman Electrician		2500		
Apprentice/Helper		2500		
<b>TOTAL</b>				

**CONTRACTOR OWNED-LEASED OR RENTED EQUIPMENT WITH OPERATORS, per hour, for all of the following transportation to the sites, as required for projects and specifications:**

Equipment	Est. Hourly usage	Per Hour	Total
Aerial Lift Truck 65' w/operator	300		
Aerial Lift Truck 110' w/operator	650		
Aerial Lift Truck 135' w/operator	20		
30' 2-Man Platform Lift	50		
Auger w/pole setter 9' digging depth w/up to 24" diameter	50		
Auger w/pole setter 15' digging depth w/up to 60" diameter	50		
Trencher w/line layer	100		
Trencher w/ 5' digging depth & rock chain	100		
Crane Truck w/operator	200		
<b>TOTAL</b>			

**OVERTIME: Master Electrician/Supervisor/Foreman \$ \_\_\_\_\_/hr**

**Journeyman Electrician \$ \_\_\_\_\_/hr**

_____	\$ _____/hr

**ADDITIONAL INFORMATION SHEET**

Electrical supplies MAY be purchased under this contract on a strictly COST-PLUS arrangement only, under the terms indicated in General Bid Specification 22. Documentation of awardee's cost must be provided with written estimates if the PPO Department elects to have the awardee replace any type of electrical materials necessary to complete a scheduled work project in a timely manner. The cost-plus mark-up for these materials cannot exceed the percentage indicated. \_\_\_\_\_%

Installation of one 2" HDPE conduit underground/under foot pavement by directional bore method. \$ \_\_\_\_\_/LF

Installation of one 3" HDPE conduit underground/under foot pavement by directional bore method. \$ \_\_\_\_\_/LF

Installation of one 4" HDPE conduit underground/under foot pavement by directional bore method. \$ \_\_\_\_\_/LF

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**Bidder Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

The following individuals are the designated contacts assigned to the City:

**REGULAR WORK HOURS:**

Name: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_

**AFTER WORK HOURS, WEEKEND & HOLIDAYS:**

Name: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_

PROJECT: SECURITY & SPORT LIGHTING SYSTEMS MAINTENANCE

OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

Name and Address of Each Partner:

	<u>Name</u>	<u>Address</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ( )                      No ( )

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

NUMBER [REDACTED]

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): \_\_\_\_\_

[REDACTED]

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary



**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> STREET; BLDG. 5 SUITE 200  
MIAMI GARDENS, FLORIDA**

**ADDENDUM NO. 1**

**Date:** September 4, 2012

**To:** All Potential Bidders

**Subject:** ITB#11-12-033 SECURITY & SPORT LIGHTING SYSTEMS MAINTENANCE

**Opening Date:** September 13, 2012 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'Bid Form'. Failure to do so may subject the Bidder to disqualification.

**Please note the Opening Date has been changed to Thursday, September 13, 2012.**

Please note receipt of Addendum No. 1 on the Bid Form.

All else remains unchanged

Pam Thompson, CPPO, FCPM, FCCN

IMPERIAL ELECTRICAL INC.  
11821 NW 11 STREET  
PLANTATION, FL 33323

Original

**BID CHECK LIST**

- YES  NO  1. Copy of appropriate License and Permits
- YES  NO  2. Proof of ability to obtain insurance
- YES  NO  3. Bid Submittal Price
- YES  NO  4. Bid signed by authorized representative
- YES  NO  5. Vendor Representative Contact information
- YES  NO  6. References with Phone & Fax Numbers, E-mail Address
- YES  NO  7. List of Similar Contracts
- YES  NO  8. Bid prepared in duplicate
- YES  NO  9. City Occupational License (if applicable)
- YES  NO  10. Electrical License
- YES  NO  11. Accept VISA Credit Card for payment

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a "NO BID" in any portion of a section will not be considered for that section award.

**SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:**

Vendor shall provide removal, replace poles and reposition & lights as specified herein. YES  NO

Vendor shall insure adequate personnel and equipment to provide specified levels of service. YES  NO

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service. YES  NO

Vendor shall hold unit Bid prices firm throughout Contract period YES  NO

Hourly rates will be invoiced for time worked at job location not for travel time to and from Contractor's location.

**Musco Approved Install & General Lighting Maintenance & Repairs**

Craft	Title	Est. Hours	Per Hour	Total
	Master Electrician/Supervisor/Foreman	150	35.00	5250.00
	Journeyman Electrician	2500	35.00	87,500.00
	Apprentice/Helper	2500	18.00	45,000.00
<b>TOTAL</b>				<b>137,750.00</b>

**CONTRACTOR OWNED-LEASED OR RENTED EQUIPMENT WITH OPERATORS, per hour, for all of the following transportation to the sites, as required for projects and specifications:**

Equipment	Est. Hourly usage	Per Hour	Total
Aerial Lift Truck 65' w/operator	300	65.00	19,500.00
Aerial Lift Truck 110' w/operator	650	65.00	42,250.00
Aerial Lift Truck 135' w/operator	20	65.00	1,300.00
30' 2-Man Platform Lift	50	18.00	900.00
Auger w/pole setter 9' digging depth w/up to 24" diameter	50	48.00	2,400.00
Auger w/pole setter 15' digging depth w/up to 60" diameter	50	48.00	2,400.00
Trencher w/line layer	100	25.00	2,500.00
Trencher w/ 5' digging depth & rock chain	100	25.00	2,500.00
Crane Truck w/operator	200	65.00	13,000.00
<b>TOTAL</b>			<b>86,750.00</b>

**OVERTIME:** Master Electrician/Supervisor/Foreman \$ 52.50 /hr  
 Journeyman Electrician \$ 52.50 /hr  
 Apprentice/Helper \$ 27.00 /hr

**Weekend rates will apply all day on Saturdays and Sundays only**

IMPERIAL ELECTRICAL INC.  
 11821 NW 11 STREET  
 PLANTATION, FL 33323

Crane Truck w/operator	200	65.00	13,000.00
		<b>TOTAL</b>	<b>86,750.00</b>

**OVERTIME:** Master Electrician/Supervisor/Foreman \$ 52.50 /hr  
 Journeyman Electrician \$ 52.50 /hr  
 Apprentice/Helper \$ 27.00 /hr

Weekend rates will apply all day on Saturdays and Sundays only

**WEEKEND:** Master Electrician/Supervisor/Foreman \$ 52.50 /hr  
 Journeyman Electrician \$ 52.50 /hr  
 Apprentice/Helper \$ 27.00 /hr

**HOLIDAY:** Master Electrician/Supervisor/Foreman \$ 52.50 /hr  
 Journeyman Electrician \$ 52.50 /hr  
 Apprentice/Helper \$ 27.00 /hr

Bidder must attach a list of holidays observed that qualify for holiday labor rates

**EMERGENCY CALL BACK:**  
 Master Electrician/Supervisor/Foreman \$ 52.50 /hr  
 Journeyman Electrician \$ 52.50 /hr  
 Apprentice/Helper \$ 27.00 /hr

Bidder must state the minimum number of hours necessary for compensation for emergency call back purposes only (may not exceed 4 hours for any period on the clock, any day, any time)  
3 hr(s)

Emergency Repairs response time Total # of hours to response 2 hrs.

Administrative cost, per hour, for the application and preparation of permitting documentation \$ 50.00 /hr

Administrative cost, per hour, for the preparation of drawings, when requested \$ 50.00 /hr

Contractor shall provide quality equipment, experienced operators, transport capabilities and all other appropriate items to ensure maximum performance of equipment. Payment of the rental due to equipment failure will be pro-rated to the timeframe when the equipment rented was used prior to failure, dependent upon the total equipment cost of item rented for the original timeframe requested.

**ADDITIONAL REQUIRED INFORMATION**

Bidder to state the HOURLY RATES for additional equipment available for projects available under this bid (including operators and transportation) above and beyond the requirements stated on Bid Form above. If you need to use additional sheets, please include the bid number and the name of your company on each sheet.

**EQUIPMENT**

**HOURLY RATE**

IMPERIAL ELECTRICAL INC.  
 11821 NW 11 STREET  
 PLANTATION, FL 33323

Water Truck w/operator	\$ 65 <sup>00</sup> /hr
Mini Excavator w/operator	\$ 65 <sup>00</sup> /hr
Arrow Board w/Truck + Operator	\$ 60 <sup>00</sup> /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr

**ADDITIONAL INFORMATION SHEET**

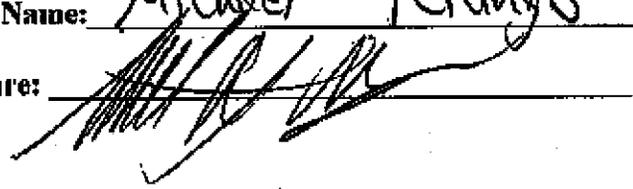
Electrical supplies MAY be purchased under this contract on a strictly COST-PLUS arrangement only, under the terms indicated in General Bid Specification 22. Documentation of awardee's cost must be provided with written estimates if the PPO Department elects to have the awardee replace any type of electrical materials necessary to complete a scheduled work project in a timely manner. The cost-plus mark-up for these materials cannot 15 % exceed the percentage indicated.

Installation of one 2" HDPE conduit underground/under foot pavement by directional bore method.  
\$ 10 /LF

Installation of one 3" HDPE conduit underground/under foot pavement by directional bore method.  
\$ 15 /LF

Installation of one 4" HDPE conduit underground/under foot pavement by directional bore method.  
\$ 20 /LF

Dated this 13 day of Sept, 2012  
(Month) (Year)

Bidder Name: Michael Terango  
Signature: 

IMPERIAL ELECTRICAL INC.  
11821 NW 11 STREET  
PLANTATION, FL 33323

Corporate Secretary: Tracy Terango  
(Print Name)

Corporate Treasurer: James Fazzini  
(Print Name)

**CORPORATE SEAL**

Attest By: Tracy Terango  
Secretary

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<u>9/21</u>	<u>9/21</u>								
1	2	3	4	5	6	7	8	9	10

**VENDOR SERVICE REPRESENTATIVE INFORMATION**

The following individuals are the designated contacts assigned to the City:

**REGULAR WORK HOURS:**

Name: Michael Terango  
Address: 11821 NW 11<sup>th</sup> Plantation FL 33323  
Telephone: 854 325-2133

**AFTER WORK HOURS, WEEKEND & HOLIDAYS:**

Name: Michael Terango  
Address: 11821 NW 11<sup>th</sup> Plantation FL 33323  
Telephone: 854 325-2133

**PROJECT: SECURITY & SPORT LIGHTING SYSTEMS MAINTENANCE**

**OWNER: CITY OF MIAMI GARDENS**

**CONSULTANT:**

**INSTRUCTIONS**

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

**QUESTIONNAIRE**

Proposer's Name: Imperial Electrical Inc  
Principal Office Address: 11821 NW 11 St  
Plantation FL 33323

Official Representative: Michael Terango  
Individual  
Partnership (Circle One)  
Corporation

If a Corporation, answer this:

When Incorporated: 2002

In what State: Florida

If Foreign Corporation:

Date of Registration with  
Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

President's Name: Michael Terango

Vice President's Name: Tracy Terango

Treasurer's Name: James Fazzini

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

A. List all pending lawsuits: *None*

B. List all completed lawsuits: *None*

C. List all judgments from lawsuits in the last five years: *None*

D. List any criminal violations and/or convictions of the proposer and/or any of its principals: *None*

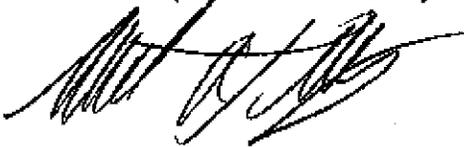
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). *None*

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated 9-5 2012



*City of Miami Gardens  
Procurement Department*

The City of Miami Gardens is seeking to use this project as a means to provide employment opportunities to city residents that are currently unemployed.

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**BIDDERS AFFIDAVIT**

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**NOTE:** This Affidavit must be properly executed by the bidder.

Bid No. 11-12-033 Date: 9-5-12

Bid Title

Parks Lighting Electrical Maintenance

Company Name

Imperial Electrical Inc

Authorized Representative

Michael Teranyo

Certifies they will in good faith attempt to hire a total of 0 unemployed residents of the City of Miami Gardens to complete the project as specified herein.

Good faith efforts include but are not limited to the following:

- Advertisement in general circulation media
  
- Contact local agencies specializing in job placements, e.g. Workforce One, South Florida Workforce, Job Corp etc.

Job Corp Contact Information:

Anthony Robinson, Program Director

Miami Job Corps

[Robinson.Anthony@jobcorps.org](mailto:Robinson.Anthony@jobcorps.org)

(305) 620-3104

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Imperial Electrical Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>11821 nw 11 st</b>	Requester's name and address (optional) <b>City of Miami Gardens</b>
City, state, and ZIP code <b>Plantation, FL 33323</b>	<b>1515 NW 167th Street Bldg 5 Ste 200</b> <b>Miami Gardens, FL 33169</b>
List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																											
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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 <i>How to get a TIN</i> 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.																																											
	<table border="1" style="margin: auto;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr> </table> <table border="1" style="margin: auto;"> <tr><td colspan="11">Employer identification number</td></tr> <tr><td>0</td><td>1</td><td>-</td><td>0</td><td>6</td><td>3</td><td>5</td><td>9</td><td>9</td><td>9</td><td> </td></tr> </table>	Social security number												-				-				Employer identification number											0	1	-	0	6	3	5	9	9	9	
Social security number																																											
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0	1	-	0	6	3	5	9	9	9																																		

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<p><b>Certification Instructions.</b> 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.</p>	
Sign Here	Signature of U.S. person ▶ Date ▶ <b>9-5-12</b>

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**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.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2011

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).

<b>PRODUCER</b> Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter FL 33477		<b>CONTACT NAME:</b> Lori Gleason <b>PHONE (Ac. No. Ext):</b> (561) 776-9001 <b>FAX (Ac. No.):</b> (561) 421-6730 <b>E-MAIL ADDRESS:</b> lgleason@call11c.com <b>PRODUCER CUSTOMER ID #:</b> 00001120	
<b>INSURED</b> Imperial Electrical, Inc. 11821 Northwest 11th Street Plantation FL 33323		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Insurance Company <b>INSURER B:</b> FCCI Commercial Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 11/12 P&C/ WC 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU and Contractual <input checked="" type="checkbox"/> Broad Frm Prop Dam. GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL00078261	10/22/2011	10/22/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA00129631	10/22/2011	10/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist/BI-single \$ 500,000 Medical payments \$ 5,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION</b> \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001-WC08A-58594	10/22/2011	10/22/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Miami Gardens, City of is listed as an Additional Insured with respect to General Liability as per written contract.

### CERTIFICATE HOLDER

Miami Gardens, City of  
 1515 N.W. 167 St.  
 Suite #175  
 Miami Gardens, FL 33169

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Olga Rodriguez/DOR *Olga Rodriguez*



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2012 - 2013

*Office of Collections*

BUSINESS TAX  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195

Business ID: 1101652      Business Name: IMPERIAL ELECTRICAL  
Business Address: 951 NW 51 PL  
Tax Category: ELECTRICAL CONTRACTOR      Tax#: 735645      Fee:

IMPERIAL ELECTRICAL  
MICHAEL TERANGO  
11821 NW 11 ST  
PLANTATION, FL 33323

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

# IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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## COMPANY RESUME

To: City of Miami Gardens

9/5/2012

Imperial Electrical specializes in Government, State and Municipal projects ranging from \$100 to \$2,000,000. We maintain a small to medium size company to allow us to provide a more hands on approach when working with government agencies. From start to finish of any project you work directly with management who will be involved from pricing to final payment. We believe and have had great success with this approach as our track record shows.

Presently we hold maintenance contracts with the City of Sunrise, City of Hollywood, Cooper City, City of Port St Lucie, and D.O.T. Turnpike Toll Plaza's and Service Plaza's which are one year up to 3 year contracts. We are on our seventh year with the City of Sunrise and ninth year with DOT Turnpike Maintenance and Emergency Service from Ft Pierce to Homestead. Broward County has selected our company as one of seven approved electrical contractors for small project vendor list. We have been doing business with Broward County for over 10 years on projects from \$1000 to \$1,000,000 and have established a quality reputation with this agency.

We also offer design build services from engineering to design and development. Many of our projects have been redesigned and value engineered by our company to provide cost savings and bring projects to within budget.

Please find the attached list of some completed projects for Government agencies that we have completed recently.

Greg Kuller  
561-416-3390

**Coral Springs**  
Electrical Maintenance  
2010 thru 2013

**City of Parkland**  
Electrical Maintenance  
2011 thru 2014

**City of Sunrise**  
Water treatment plant VFD replacement  
\$33,000  
8/10/2004  
Eaton Corp.  
Bob Miller  
954-571-8282

**US Federal Courthouse**  
Remodel 1st and 3rd floor courtrooms  
\$360,000

GSA Services  
Joe Sabina  
954-356-7612

**DOT Turnpike**  
LED retrofit of traffic signals  
\$101,000  
3/6/2006  
DOT Turnpike  
Ron Williams  
954-868-7928

**Port Everglades Broward County**  
Admin Bldg 1 Megawatt generator & switchgear  
\$670,000  
2001  
Broward County  
David Olmstead  
954-325-7925

**City of North Lauderdale**  
81st Ave Street Lighting  
\$275,000  
10/5/2008  
Joe Santi  
City of North Lauderdale  
954-410-6823

**Port Everglades Broward County**  
Terminal 2 Fire Alarm and Bridge Power  
\$ 95,000.00  
9/30/2008  
Broward County  
David Olmstead  
954-325-7925

**Patrick Air Force Base**  
Replacement of exterior lighting  
\$550,000  
2000

**Hollywood Housing Authority**  
New emergency generator  
\$66,000  
2002

**General Service Administration**  
Social Security office Ft Pierce  
\$36,000  
2003  
GSA Services  
Joe Sabina  
954-356-7612

**St Lucie County Fairgrounds**  
New Generator installation  
\$100,000  
2004  
St Lucie County

**Broward Community College**  
Relocatable Fire Alarm and Electric  
\$84,000  
10/31/2008  
Gerrits Construction  
561-477-3563  
P.O. Box 810813  
Boca Raton, FL 33481

**Broward County**  
Replace Lighting at Markham Park Range  
\$ 159,000.00  
11/15/2008  
Broward County  
Shoban Smart  
954-577-4824

**City of Pembroke Pines**  
Installation of Musco Sports Lighting  
5/1/2010  
Chuck Vones  
954-443-4829

**City of Fort Lauderdale**  
Fire station 29 electrical modifications  
11/20/2009  
Mark Friedman  
954-828-5074

**City of Miami Gardens**  
Installation of Musco Sports Lighting  
\$ 38,000.00  
8/18/2010  
Anthony Smith  
305-409-7350

**City of Delray Beach**  
Pompey Park Sports Lighting  
\$ 312,510.00  
7/31/2010  
Robert Diaz  
561) 243-7343

**Broward County**  
Generator Installation at Public Safety Bldg  
\$ 73,404.00  
9/30/2010  
Dave Olmstead  
954-325-7925

**City of Pompano Beach**  
Air Park Generator  
\$ 135,410.00  
2/10/2011  
David McGirr  
954-551-5098

**City of Lighthouse Point**  
Installation of Musco Sports Lighting  
\$ 250,000.00  
11/10/2011  
John Trudou  
954-868-5271

**City of Key West**  
Installation of Musco Sports Lighting  
\$ 732,873.00  
12/10/2011  
Rod Delostrinos  
302-304-6860

**City of Miramar**  
Installation of Musco Lighting  
\$ 150,000.00  
9/30/2012  
Tony Rabbat  
954-602-3302

**Wellington Equestrian**  
Installation of Musco Lighting  
\$ 114,000.00  
2/15/2012  
George ( Intrepid Electric )

# IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

## REFERENCE LIST

### **Broward County Port Everglades**

David Olmstead  
954-523-3404 Ext. 3865  
[dolmstead@broward.org](mailto:dolmstead@broward.org)

### **City of Hollywood**

Larry  
954-234-8831

[lunderwood@hollywoodfl.org](mailto:lunderwood@hollywoodfl.org)

### **CITY OF SUNRISE**

STEVE KANE  
954-240-2725

[skane@cityofsunrise.org](mailto:skane@cityofsunrise.org)

### **Broward County Parks**

Ingrid Triplett  
954-577-4640

### **Broward County Housing Authority**

Barbra Segal  
954-739-1114

### **Broward Community College**

Mike Coval  
954-444-0632  
[mcoval@broward.edu](mailto:mcoval@broward.edu)

### **Broward County Parks**

Shoban Smart  
954-577-4624  
[ssmart@broward.org](mailto:ssmart@broward.org)

### **City of Pembroke Pines**

Chuck Vones  
954-443-4829  
[cvones@ppines.com](mailto:cvones@ppines.com)

### **Musco Sports Lighting**

Jason Frucht  
954-732-5674  
[jason.frucht@musco.com](mailto:jason.frucht@musco.com)

### **World Electric**

William Olson  
954-979-1960  
[bill.olson@worldelectricsupply.com](mailto:bill.olson@worldelectricsupply.com)

### **Eaton Corporation**

Michael De Floria

### **US Coast Guard**

David Robinson  
305-278-6726  
[david.a.robinson@uscg.mil](mailto:david.a.robinson@uscg.mil)

### **US State Department**

Chuck O'Meara  
954-630-1159

### **DOT**

Neil Villena  
954-677-7895  
[nifo.villena@dot.state.fl.us](mailto:nifo.villena@dot.state.fl.us)

### **GSA Services**

Ft Lauderdale Federal Court House  
Joe Sabina  
954-356-7612

### **DOT Turnpike**

Ron Williams  
954-934-1109  
[ronny.williams@dot.state.fl.us](mailto:ronny.williams@dot.state.fl.us)

### **City of Aventura**

Tony Tomai  
1-305-466-8900

### **Broward County Purchasing**

Christine Calhoun  
954-357-6085  
[ccalhoun@broward.org](mailto:ccalhoun@broward.org)  
**City of FtLauderdale**  
Mark S. Friedman  
954-828-5074  
[mfriedman@fortlauderdale.gov](mailto:mfriedman@fortlauderdale.gov)

### **City of Sunrise**

Carol Ungerer  
954-303-9877  
[cungerer@cityofsunrise.org](mailto:cungerer@cityofsunrise.org)

### **City Electric**

Cheryl Leathers  
954-938-0801  
[cleathers@ces-us.net](mailto:cleathers@ces-us.net)

### **Broward County**

Anne Birch

# IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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## Current Employee List

9/5/2012

<b>Employee</b>	<b>Position</b>	
Michael A Terango	Project and Contract Manager	954-326-2133
James C Fazzini	Estimator / Project Manager	954-938-0520
Tracy L Terango	Office Manager	754-224-7242
John Graham	DOT Contract Manager	954-235-6704
Robert Krepps	Fire Alarm Tech	
Tim Napier	Service Tech	
Carlos Garcia	Electrician	
Ken Sadler	Electrician / Project Manager	
Angelo Bryant	Electrician	
William Olson	Crane Operator / Electrician	
Frank Stark	Electrician	
Kenneth Haag	Apprentice	
Glenn Webster	Warehouse, Vehicle maintenance	
Jihn Falco	Electrician	
Travis Slater	Electrician	954-557-1186

Lowest

Highest

7. Rate the contractor's knowledge of procedures required by regulatory agencies.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5   x    
Lowest Highest

8. Rate the contractor's success at completing your project according to specifications and design standards.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4   x   5 \_\_\_\_\_  
Lowest Highest

9. Rate the contractor's success at working cooperatively with Owner's personnel.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5   x    
Lowest Highest

10. Rate the contractor's initiative in devising ways to save project time and money.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4   x   5 \_\_\_\_\_  
Lowest Highest

11. Rate the accessibility of the contractor after completion of your project.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5   x    
Lowest Highest

12. If the contractor worked in collaboration with subcontractors, rate the effectiveness of the collaboration.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3   N/A   4 \_\_\_\_\_ 5 \_\_\_\_\_  
Lowest Highest

13. Rate the contractor's initiative and self-direction while performing on your project.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4   x   5 \_\_\_\_\_  
Lowest Highest

14. Rate the success of the contractor at defining and meeting daily and weekly objectives during the progression of your project.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4   x   5 \_\_\_\_\_  
Lowest Highest

15. Rate the contractor's commitment of machinery and equipment to your project. Was it sufficient?

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4   x   5 \_\_\_\_\_  
Lowest Highest

16. Rate the comfort and confidence you had in the contractor through the progression of your project.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5   x    
Lowest Highest

17. Rate the overall performance of the contractor on your project.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4   x   5 \_\_\_\_\_  
Lowest Highest

18. If you had a similar project to undertake in the future, would the contractor be considered to perform the work?

Yes   x   No \_\_\_\_\_