

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

Meeting Date: July 9, 2025

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development.

Prepared By: DuSean Grant, Senior Project Engineer

Temp. Reso. Number: 8452

Item Description: Temp. Reso. No. #R8452, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-015, ENTITLED: "AC PERRY K-8 SIDEWALK IMPROVEMENTS, FDOT-LAP PROJECT NO. FM446552-1," TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, HOMESTEAD CONCRETE & DRAINAGE, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH HOMESTEAD CONCRETE & DRAINAGE , INC., IN AN AMOUNT NOT-TO-EXCEED \$1,050,000.03 AND ALLOCATING A 10% CONSTRUCTION CONTINGENCY ALLOWANCE OF \$105,000.00, FOR A TOTAL PROJECT COST OF \$1,155,000.03 (City Engineer Salvador Zuniga)

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

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$1,155,000.03 will be available in the City's Capital Improvement Program (CIP) Project No. 52100 – AC Perry K-8 Sidewalk Improvements, GL Account Nos. 393-55-900-541-000-606510-52100 CIP-Construction (\$1,008,525), GL Account Nos. 395-55-800-541-000-606510-52100 CIP-Construction (\$41,475.03), and GL Account Nos. 395-55-800-541-000-606520-52100 CIP-Contingency (\$105,000.00).

Content:


- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8452

- **Exhibit A:** Proposed Construction Agreement with Homestead Concrete & Drainage, Inc. with Attachment to Agreement
- **Attachment(s)**
 - **Attachment 1:** Bid Tabulation Sheet



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: July 2, 2025

RE: Temp. Reso. No. 8452 approving the award of Invitation for Bids No. 25-015 to the lowest responsive and responsible bidder, Homestead Concrete & Drainage, Inc., in an amount not-to-exceed \$1,050,000.03 and allocating a 10% construction contingency allowance of \$105,000.00, for a total project cost of \$1,155,000.03

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8452, approving the award of Invitation for Bids No. 25-015, entitled "AC Perry K-8 Sidewalk Improvements, FDOT-LAP Project No. FM 446552-1" (the "IFB"), to the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB, Homestead Concrete & Drainage, Inc. ("Contractor"); and authorizing the City Manager to execute the proposed Agreement with the Contractor, for the provision of construction services in an amount not-to-exceed \$1,050,000.03 and allocating a 10% construction contingency allowance of \$105,000.00 for a total project cost of \$1,155,000.03.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: The City of Miramar is in receipt of Federal funding via the Safe Routes to School ("SRTS") Program for the construction of approximately 10,000 linear feet of sidewalk along several streets within the vicinity of A.C. Perry K-8 School located at 6850 SW 34 Street, Miramar, Florida. The project must be delivered via the Florida Department of Transportation's ("FDOT") Local Agency Program ("LAP").

On March 27, 2025, the City's Procurement Department advertised Invitation for Bids No. 25-015, entitled "AC Perry K-8 Sidewalk Improvements" on DemandStar, Broward Legal, a newspaper of general circulation and social media.

On April 16, 2025, a pre-bid conference was conducted, and nine contractors were in attendance.

On April 29, 2025, the date of the scheduled bid opening, five (5) contractors submitted sealed bids to the City.

The five (5) Bidders and their total base bids are as follows:

1. ** Homestead Concrete & Drainage, Inc.	\$ 1,050,000.03
2. Heavy Civil, Inc.	\$ 1,151,511.93
3. Rogar management & Consulting of Florida, LLC.	\$ 1,256,530.00
4. Weekly Asphalt Paving, Inc.	\$ 1,696,676.50
5. The Stout Group, LLC.	\$ 1,597,205.00

***Indicates the lowest, responsive, responsible bidder.*

City staff evaluated the bids and the bidders' references and determined that Homestead Concrete & Drainage, Inc. is the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB in an amount not-to-exceed \$1,050,000.03. This project has a Disadvantaged Business Enterprise (DBE) Goal of 10.54%.

The City recommends an award to Homestead Concrete & Drainage, Inc. the lowest, responsive, responsible bidder, with a bid in the amount of \$1,050,000.03, and allocating a 10% construction contingency of \$105,000.00, for a total project cost of \$1,155,000.03.

DISCUSSION: The City coordinated with school staff, parents and police to evaluate areas that are most traveled by students, and identified locations where sidewalks would be most beneficial for the safety of the students and residents. The project includes the installation of (5') feet wide sidewalks along several streets in the vicinity of A.C. Perry K-8.

Pursuant to the SRTS conditions for the grant, the FDOT provided funds for construction activities only. The development of design plans along with Construction Engineering Inspection (CEI) remains the responsibility of the City. The project must be administered via the FDOT's LAP, pursuant to the LAP agreement approved by Resolution 25-61.

ANALYSIS: FDOT will reimburse costs for eligible construction items, except for non-eligible items and contingencies, on a quarterly basis as per the LAP agreement. The estimated total cost for construction including local funding commitments (for non-eligible items) and contingencies is \$1,155,000.03. FDOT will reimburse the City up to a maximum amount of \$1,008,525. The City has allocated a total of \$1,155,000.03 in the FY25 Capital Improvement Program (CIP) Project No. 52100 - A.C Perry K-8 Sidewalk Improvement project, to start covering upfront costs for both Construction and CEI.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-015, ENTITLED "AC PERRY K-8 SIDEWALK IMPROVEMENTS, FDOT-LAP PROJECT NO. FM 446552-1," TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, HOMESTEAD CONCRETE & DRAINAGE, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH HOMESTEAD CONCRETE & DRAINAGE, INC., IN AN AMOUNT NOT-TO-EXCEED \$1,050,000.03 AND ALLOCATING A 10% CONSTRUCTION CONTINGENCY ALLOWANCE OF \$105,000, FOR A TOTAL PROJECT COST OF \$1,155,000.03; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to construct the AC Perry K-8 Sidewalk Improvements (the "Project"); and

WHEREAS, the proposed Improvements include the construction of approximately 10,000 linear feet of sidewalks along several streets within the vicinity of A.C. Perry K-8 School; and

WHEREAS, the Florida Department of Transportation ("FDOT") is providing funding assistance for the Project through their Safe Routes to School ("SRTS") Program under Project FM 446652.1; and

WHEREAS, the City of Miramar will deliver the Project in accordance with the FDOT's Local Agency Program ("LAP"); and

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WHEREAS, on March 27, 2025, the City's Procurement Department advertised Invitation for Bids No. 25-015, entitled "AC Perry K-8 Sidewalk Improvements" (the "IFB") in a newspaper of general circulation, Broward Legal, DemandStar and social media; and

WHEREAS, on April 16, 2025, a pre-bid was conducted, and nine firms were in attendance; and

WHEREAS, on April 29, 2025, the date of the scheduled bid opening, five (5) contractors submitted sealed bids to the City; and

WHEREAS, City staff evaluated the bids and the bidders' references and determined that Homestead Concrete & Drainage, Inc. is the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB in the amount not-to-exceed \$1,050,000.03; and

WHEREAS, the City Manager recommends that the City Commission approve the award of the IFB to Homestead Concrete & Drainage, Inc., and authorize the City Manager to execute the proposed Agreement with Homestead Concrete & Drainage, Inc., for the provision of construction services in an amount not-to-exceed \$1,050,000.03 and allocating a 10% construction contingency allowance of \$105,000.00 for a total project cost of \$1,155,000.03, in the form attached hereto as Exhibit "A;" and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB to Homestead Concrete & Drainage, Inc., and to authorize the City Manager to execute the proposed Agreement with Homestead Concrete & Drainage, Inc., for the provision of construction services in an amount not-to-exceed \$1,050,000.03 and allocating a 10% construction contingency allowance of \$105,000.00 for a total project cost of \$1,155,000.03, in the form attached hereto as Exhibit "A."

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

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

Section 2: That it approves the award of the IFB to Homestead Concrete & Drainage, Inc.

Section 3: That the City Manager is authorized to execute the proposed Agreement with Homestead Concrete & Drainage, Inc., in an amount not-to-exceed \$1,050,000.03 and allocating a 10% construction contingency allowance of \$105,000.00 for a total project cost of \$1,155,000.03, in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

Reso. No. _____

AGREEMENT

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



AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND HOMESTEAD CONCRETE & DRAINAGE , INC

FOR AC PERRY K-8 SIDEWALK IMPROVEMENTS IN MIRAMAR, FLORIDA BROWARD COUNTY LAP CONTRACT NO. 446552-1

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Homestead Concrete and Drainage, Inc. (the "Contractor"), a Florida corporation whose address is 221 SW 4TH Avenue, Homestead, Florida, 33030.

WITNESSED:

WHEREAS, on _____, by Resolution No. 25-_____, the City Commission approved the award of Invitation to Bids No.25-015 (the "IFB"), entitled: "AC Perry K-8 Sidewalk Improvements FDOT-LAP Project No. FM446552.1" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid meets the requirements of the IFB; and

WHEREAS, on February 26, 2025, the City entered into a Local Agency Program Contract No. FM446552-1 with the Florida Department of Transportation for authorization and approval of the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the City and Contractor agree that this Agreement and any subsequent agreements or amendments for the Services related to the Work herein shall be previously authorized and approved by the Florida Department of Transportation; and

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

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

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

ARTICLE 1

DEFINITIONS

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

ARTICLE 2

WORK

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the Contract Documents entitled: “**AC PERRY K-8 SIDEWALK IMPROVEMENTS, IFB No. 25-015**” and shall provide all labor, materials, machinery, tools, services, incidentals and equipment necessary in order to complete the installation of 5' wide sidewalks throughout the project limits and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Attachment “1”**.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Calendar Days from the commencement date. The Work shall be Substantially Complete within 120 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 150 Calendar Days after the commencement date given in the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

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

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

A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;

B. Is experienced in all aspects of the Work required for projects similar to the Project;

C. Will act in accordance with the requirements of the Services and the Work stated in the IFB; and

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

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5

TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6

LIQUIDATED DAMAGES

6.1 Highway Code Requirements Pertaining to Liquidated Damages: Section 337.18, paragraph (2) of the Florida Statutes, requires that the City adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the City for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

6.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount

Daily Charge Per Calendar Day

\$50,000 and under.....	\$868
Over \$50,000 but less than \$250,000.....	\$882
\$250,000 but less than \$500,000.....	\$1,197
\$500,000 but less than \$2,500,000.....	\$1,694
\$2,500,000 but less than \$5,000,000.....	\$2,592
\$5,000,000 but less than \$10,000,000.....	\$3,786
\$10,000,000 but less than \$15,000,000.....	\$4,769
\$15,000,000 but less than \$20,000,000.....	\$5,855
\$20,000,000 and over.....	\$9,214
plus 0.00005 of any amount over \$20 million	
(Round to nearest whole dollar)	

6.3 Determination of Number of Days of Default: For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days.

6.4 Conditions under which Liquidated Damages are Imposed: If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted then the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided in 6.2.

6.5 Right of Collection: The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

6.6 Allowing Contractor to Finish Work: The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor One Million and fifty thousand dollars and 3/100 Dollars \$(1,050,000.03) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9

INDEMNIFICATION

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

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City, the Engineer, the State of Florida, Department of Transportation;
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to City, the Engineer, the State of Florida, Department of Transportation, or any other parties by the Contractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse City, the Engineer, the State of Florida, Department of Transportation, for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City, the Engineer, the State of Florida, Department of Transportation, in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City, the State of Florida or Department of Transportation's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract

Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance, which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11 DEFAULT

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule agreed to by both parties;
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;

- e. Contractor has failed to obtain the approval of City where required by this Agreement;
- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

11.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services

with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

13.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (i f any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

13.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 14

ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 15

APPLICABLE LAW: ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 16
AUDIT AND INSPECTION RIGHTS

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

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

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

ARTICLE 17
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18

PUBLIC RECORDS

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

18.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

18.1.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

18.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

18.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

18.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

18.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

18.1.7 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not

limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

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

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

ARTICLE 20

CERTIFICATE OF COMPETENCY

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

ARTICLE 21

INSURANCE

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

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor

on both endorsements.

b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

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

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

ARTICLE 22
INDEPENDENT CONTRACTOR

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

ARTICLE 23
REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 24
NONDISCRIMINATION

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

ARTICLE 25
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 26
COUNTERPARTS

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

ARTICLE 27
WAIVER

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

ARTICLE 28
BINDING AUTHORITY

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

ARTICLE 29
NOTICES

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

TO CONTRACTOR:

ATTN: Nelson Apolinario
Vice President

Homestead Concrete and
Drainage, Inc.

221 SW 4th Avenue

Homestead, Florida, 33030

Telephone:(305)-248-9649

Fax: (305)248-9650

Email: bids@homesteadconcrete.com

TO CITY OF MIRAMAR:

ATTN: Dr. Roy L. Virgin,
City Manager

CITY OF MIRAMAR

2300 Civic Center Place

Miramar, Florida 33025

Telephone: (954) 602-3120

Fax: (954) 602-3672

Email: rvirign@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790
Email: miramarcityattorney@apnwplaw.com

ARTICLE 30
CITY'S OWN FORCES

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

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

ARTICLE 31
LIMITATION OF LIABILITY

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

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

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

ARTICLE 32

THIRD PARTY BENEFICIARY

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

ARTICLE 33

DISPUTE RESOLUTION

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

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

ARTICLE 34

HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35 **SEVERABILITY**

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

35.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36 **SCRUTINIZED COMPANIES**

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

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

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

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

ARTICLE 37
WARRANTY AND GUARANTEE

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

ARTICLE 38
CONFLICT-OF-INTEREST

38.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

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

ARTICLE 39
VENUE AND JURISDICTION

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

ARTICLE 40
SURVIVAL OF PROVISIONS

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

ARTICLE 41
E-VERIFY PROGRAM

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

ARTICLE 42
INSPECTOR GENERAL

The Parties agree to comply with the provisions of s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

ARTICLE 43
CONTRACTOR/SUBCONTRACTOR INTEREST

Neither the City nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with this Project or any property included or planned to be included in this Project in which any member, officer or employee of the City or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the City, the City, with prior approval of the County, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City or the locality relating to such contract, subcontract or arrangement. The Contractor shall be required to, and shall require its subcontractors to insert in their contracts, the following provision:

"No member, officer or employee of the City or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

ARTICLE 44
ENTIRE AGREEMENT

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

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

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

This _____ day of _____, 2025.

CONTRACTOR:

By: Nelson A. [Signature]

Date: 6/16/23



ATTEST:

Denise A. Gibbs, City Clerk

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

City Attorney
Austin Pamies Norris
Weeks Powell, PLLC.

SECTION 300 – BID FORMS**BID COVER SHEET – IFB No. 25-015****BIDDER'S NAME (Name of Firm, Entity or Organization):**

Homestead Concrete & Drainage, Inc

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

59-2069390

NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:

Name: Nelson Apolinario

Title: Vice President

EMAIL ADDRESS:

bids@homesteadconcrete.com

MAILING ADDRESS:

Street Address: 221 S.W 4th Ave.

City, State, Zip: Homestead, Florida, 33030

TELEPHONE:

(305)248-9649

FAX:

(305)248-9650

BIDDER'S ORGANIZATION STRUCTURE:☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other (Explain):**IF CORPORATION:**

Date Incorporated/Organized: 1981

State of Incorporation/Organization: Florida

States registered in as foreign Corporation:

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

NOT APPLICABLE

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

C&R Milling & Paving, Inc.

Green-R-U's

Renew Roads

BIDDER'S AUTHORIZED SIGNATURE (the undersigned hereby certifies that it submitted in response to the Solicitation)Signed by: 

Date: 04-29-2025

Print name: Nelson Apolinario

Title: Vice President

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

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar Bid No. **IFB NO. 25-015** to perform the Work as specified or indicated in the Solicitation entitled: "**AC PERRY K-8 SIDEWALK IMPROVEMENTS**".

2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

Number		Date	
	<u>1</u>		<u>04/28/2025</u>
	_____		_____
	_____		_____
	_____		_____

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person,

firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

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

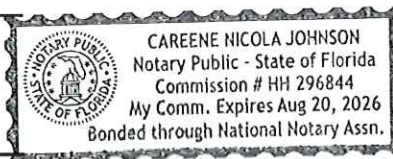
DATED: 04-29-2025 BIDDER: Homestead Concrete & Drainage, Inc
BY: (Signature)
TITLE: Vice President

STATE OF FLORIDA)
COUNTY OF Miami-Dade) ss:
BROWARD)

SWORN TO AND SUBSCRIBED before me this 24th day of April, 2025, by NELSON APOLINARIO, who is personally known to me or has produced _____ as identification.

C Johnson
Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

1

04/28/2025

BIDDER:

Homestead Concrete & Drainage, Inc

(Company Name)

(Signature)

Nelson Apolinario Vice President

(Printed Name and Title)

END OF DOCUMENT

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

BID FORM

Project: Annabel C. Perry Sidewalk Project

IFB 25-015

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization, Field-Engineering, Layout, As-Builts, Project Administration, Safety, Waste Management, Payment & Performance Bonds, Insurances	1	LS	35,000.00	35,000.00
2	Maintenance of Traffic	150	DAY	12.00	1,800.00
3	Permitting Fees	1	AL	\$ 3,000.00	3,000.00
4	Additional Sitework Allowance	1	AL	\$ 20,000.00	20,000.00
Annabel C. Perry Sidewalk Network					
5	Inlet Protection System	50	EA	179.55	8,977.50
6	Mailbox Relocation	5	EA	374.21	1,871.05
7	Regular Excavation for Sidewalk Installation	705	CY	108.15	76,245.75
8	Milling Existing Asphalt Pavement, 1" Avg Depth (Driveways)	1,515	SY	4.75	7,196.25
9	Driveway Repair - Pavers	55	SY	184.07	10,123.85
10	Driveway Repair - Gravel	60	SY	86.67	5,200.20
11	Driveway Repair - Concrete	475	SY	85.92	40,812.00
12	Driveway Repair - Stamped Concrete	405	SY	140.00	56,700.00
13	Driveway Repair - Asphalt	1,515	SY	3.55	5,378.25
14	Concrete Sidewalk and Driveways, 4" Thick (11,200 LF)	4,050	SY	63.88	258,714.00
15	Concrete Sidewalk and Driveways, 6" Thick	1,450	SY	86.00	124,700.00
16	Concrete Curb, Type D	800	LF	27.07	21,656.00
17	Concrete Catch Basin Apron	1	SY	9,500.00	9,500.00
18	Removal of Existing Concrete	30	SY	56.00	1,680.00
19	Raised Pavement Marking, Type B	8	EA	11.90	95.20
20	Detectable Warnings	135	SF	53.22	7,184.70
21	Single Post Sign, Relocate	8	AS	674.00	5,392.00
22	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk	50	LF	15.10	755.00
23	Thermoplastic, Standard - Other Surfaces, Yellow, Solid, 6"	0.04	GM	8,687.00	347.48
24	Thermoplastic, Remove Existing Thermoplastic Pavement Markings - Surface to Remain	260	SF	11.90	3,094.00
25	Geogrid and Gravel Base Sidewalk with Root Barriers	100	SY	97.32	9,732.00
26	Modified Bridge/Flume with Manhole Access	1	EA	5,301.80	5,301.80
27	Utility Fixture, Valve/Meter Box, Adjust	30	EA	613.17	18,395.10
28	Clearing & Grubbing	1.12	AC	38,045.00	42,610.40
29	Removal of Existing Driveway Material	1,450	SY	17.17	24,896.50
30	Vegetation Removal	55	EA	1,525.00	83,875.00
31	Site Restoration	1	LS	15,000.00	15,000.00
Landscape					
32	Tree Protection Barrier	1,925	LF	9.14	17,594.50
33	Tree Root and Branch Pruning (Root Barrier)	1,500	LF	29.35	44,025.00
34	Swale Restoration	4,850	SY	14.69	71,246.50
35	Landscape and Irrigation Repair	1	LS	11,900.00	11,900.00

TOTAL BID AMOUNT

\$ 1,050,000.03

Pay Item Descriptions:

Additional Sitework Allowance: As needed, all unused allowances will be returned to the City.

Swale Restoration: Unit price shall include all materials, labor, and equipment necessary to regrade swale per swale cut detail on Sheet C412.

Landscape and Irrigation Repair: The lump sum price shall include all materials, labor, and equipment necessary to restore any existing landscaping or irrigation infrastructure damaged during construction.

BID FORM SUMMARY

TOTAL BID AMOUNT: ----- \$ 1,050,000.03
(Write Amount in Figures)

TOTAL BID AMOUNT: ----- One Million Fifty Thousand Dollars and Three Cents
(Write Amount in words)

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

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: CITY OF MIRAMAR – AC PERRY K-8 SIDEWALK IMPROVEMENTS – IFB 25-015

Contractor Company Name: Homestead Concrete & Drainage, Inc.

Contractor Acknowledgement Nelson Apolinario Vice President

Print Name/Title

Signature

Date: 04-29-2025



INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

<u>Work to be Performed</u>	<u>Subcontract or License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name and Address</u>
1. Milling & Paving	CGC1517987	2%	C & R Milling & Paving, Inc. 1 N. Krome Ave. STGE 100 Homestead, FL 33030
2. marking and signage	22BS00531	1%	Roads Renew LLC 21001 Sw 198th Ave Miami-Dade, Florida, 33187
3. Landscape	GL 1157808	1%	Green-R-Us 2300 west 84st suite 312 Hialeah, FL 33016
4.			
5.			
6.			

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of Equipment/Material listed on this form by circling one of the listed Suppliers below for each type of Equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter "A"). Should a Bidder circle more than one named item in any category, it agrees to furnish the first circled Supplier.

In addition, where noted on the list, the Bidder must provide a price for the Equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in this Solicitation, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item

Supplier

See Attached

A. _____

B. _____

A. _____

B. _____

A. _____

B. _____

A. _____

B. _____

END OF DOCUMENT

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or lease

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1	Backhoe	1	Owned
2	Ditch Witch – Trencher	1	Owned
3	Large Screed	1	Owned
4	Small Screed	1	Owned
5	John Deere - Skid Steer Loader	1	Owned
6	Metal Forms	1	Owned
7	HEM PAVER	1	Owned
8	Atlas Air Compressor	1	Owned
9	Kraftsman Trailer	1	Owned
10			
11			
12			
13			
14			
15			
16			
17			

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only one "or equal" Supplier may be proposed per equipment or Material Item. In the event that the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

The Contractor is hereby notified that Waste Pro is the City's official waste management provider and must be used for all waste disposal activities related to this Project, (if applicable). For assistance, call (954) 967-4200.

Project/Development Name: **AC PERRY K-8 SIDEWALK IMPROVEMENTS - IFB NO. 25-015**

Contractor Company Name: Homestead Concrete & Drainage, Inc

Contractor Acknowledgement Nelson Apolinario Vice President

Print Name/Title

Signature

Date: 04-29-2025

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all of the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the City.

- (1) CONTRACTOR'S name, address and email:

Homestead Concrete & Drainage, Inc

Nelson Apolinario 221 S.W 4th Ave. bids@homesteadconcrete.com

- (2) CONTRACTOR'S telephone number: 305-248-9649

- (3) CONTRACTOR'S license: Primary classification: GENERAL CONTRACTOR

State License No. and Expiration Date: CGC 1512891 (General Contractor) 08/31/2026

Supplemental classification held, if any: _____

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

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

Name: Nelson Apolinario Date of Inspection: 04/11/25

- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: Travelers - Suzi Neidermeyer

15050 NW 79th Court, Suite 200 Miami Lakes, FL 33016 305-503-9145 snidermeyer@acrisure.com

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

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

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

Project Name	Contract Price and End Date		Name, address, email and phone number of Contact	
1. <u>NW 77TH ST SWALE DRAINAGE</u>	<u>\$475,310.00</u>	<u>2024</u>	<u>City of Tamarac</u>	<u>Chistopher Lyle</u> <u>954-597-3704 Christopher.Lyle@tamarac.org</u>
2. <u>IMPROVEMENTS TO MIRAMAR</u>	<u>\$153,059.52</u>	<u>2023</u>	<u>City of Miramar</u>	<u>DuSean Grant</u> <u>954-602-3587 dgrant@miramarfl.gov</u>
3. <u>NW 70TH TRAFFIC CALMING</u>	<u>\$484,872.00</u>	<u>2022</u>	<u>City of Tamarac</u>	<u>Chistopher Lyle</u> <u>954-597-3704 Christopher.Lyle@tamarac.org</u>
4. <u>Beverly Park Various Locations - Sidewalk</u>	<u>\$2,511,030.00</u>	<u>ON-GOING</u>	<u>City of Hollywood</u>	<u>Rudy Damas</u> <u>954-921-3977 rdamas@hollywoodfl.org</u>

END OF DOCUMENT



PROJECT ORGANIZATIONAL CHART

VICE PRESIDENT:

NELSON APOLINARIO

PROJECT MANAGER:

FERNANDO ESPINOSA

FOREMAN:

HILARIO ROJO

HUMAN RESOURCES:

JORGE PENSADO

BILLING/INVOICES:

CAREENE JOHNSON

HOMESTEAD CONCRETE & DRAINAGE

221 SW 4th AVE Homestead, FL 33030
Office Phone: 305.248.9649 Fax: 305.248.9650
www.homesteadconcrete.com



OUR TEAM

Meet some of our trusted team members



ALFRED CORDERO
President



NELSON APOLINARIO
Vice President



JORGE PENSADO
Office Manager



FERNANDO ESPINOSA
Senior Project Manager



CAREENE JOHNSON
Controller



RENE OCHOA
Estimator

PERSONNEL RESUMES

PERSONNEL INFORMATION:

Name: Nelson Apolinario
Job Title: Director of Pre-Construction/Chief Estimator
Company: Homestead Concrete & Drainage Inc

Years of Experience: 20

EDUCATION AND PROFESSIONAL REGISTRATION:

EDUCATION

South Dade Senior High, FL; 1999-2003

- High School Diploma

Belmont Abbey College, NC; 2003

- 1 year college credit

Miami Dade College, FL; JUNE 2004- 2007

- Completing an AS Degree in Building Construction Technology

PROFESSIONAL LICENSES & CERTIFICATIONS:

- Certified General Contractors License: CGC1512891
- Certified Underground Utility & Excavation License: CUC1224684
- OSHA 10 Hour Construction Safety training certified
- Construction Defect Awareness Training
- ATTSA Certified - #37
- Pervious Concrete Technician – PCC021844

EXPERIENCE AND QUALIFICATIONS

Homestead Concrete & Drainage; January 2004 – Present
Officer “Director”/Chief Estimator/Project Manager

Responsible for managing/monitoring the progress of projects from the ground up. Maintain quality and cost control, responsible to issuing and awarding contracts to subcontractors and implementing company policies and procedures to comply with all project drawing and specifications.

Track all project costs, schedules and budgets. Resolve any issues that arise with the owner, architects and engineers. Including but not limited to the following:

- Control of all Pre-Construction Activities
- Coordination with project superintendent and crew members
- Scheduling of work
- Coordination of field activities
- Daily reports and measurements
- Invoicing
- Change orders
- Scheduling Subcontractors
- Submittals
- Material ordering
- Reviewing and Signing Contracts
- Collecting of funds
- Financials

Estimating Duties

- Preparing of proposals
- Estimating upcoming projects
- Estimating software (Quest Solutions/OST)
- Project Scheduling
- Preparing Budgets

LANGUAGE SKILLS

- English
- Portuguese
- Spanish

LIST OF RECENT CURRENT AND COMPLETED JOBS

- Palm Beach International Airport – Air Cargo
 - Project Manager
- Key West International Airport – Apron Improvements
 - Project Manager
- Palm Beach International Airport – Flight Signature
 - Project Manager

- City of West Miami – Sidewalks Replacements
 - Estimator of project
- Hensel Phelps – South Terminal Expansion Busway (MIA AIRPORT)
 - Estimator of project
 - 21" Concrete – over 5,000CY
 - Color Concrete
- Town of Miami Lakes – Sidewalk Replacements
 - Estimator of project
- City of Cooper City – Sidewalk Replacements
 - Estimator of project
- City of Miami Beach – Miscellaneous work around the city
 - Estimator of project
- Acai Associates – Broward County ADA Bus Stops (All Over)
 - Estimator of project
- AFCO Construction – West Palm Beach Airport (Taxiways)
 - Estimator of project
- City Of Homestead – Harris Field Restrooms
 - Superintendent of Project
 - In Charge of 8 man crew
 - Partial responsible of sub buyouts
 - Keeping Schedules
- Seminole Tribe – Charter School
 - Project Management Assistant
 - Buyouts of Sub contractors and Suppliers
 - Coordinating RFI and Meeting with Owners, Architects
 - Coordinating the Superintendents
- Seminole Tribe – Water Treatment Plant
 - Project Management Assistant
 - Buyouts of Sub contractors and Suppliers
 - Coordinating RFI and Meeting with Owners, Architects
 - Coordinating the Superintendents
- HC&D – Warehouse and Office Extension
- City of Lauderdale Lakes – 29th St Traffic Calming
 - Estimator of project
- City of Lauderdale Lakes – 41st St Traffic Calming
 - Estimator of project
- City of Fort Lauderdale – Golden Heights Entry Signs
 - Estimator of project
- City of Fort Lauderdale – NE 15th Street improvements
 - Estimator of project
- City of Fort Lauderdale – ADA Annual Improvements
 - Estimator of project
- City of Fort Lauderdale – Las Olas Improvements
 - Estimator of project

- Harry Pepper Associates – Compartment C
 - Estimator of project
 - 31 Structures
 - Over 15,000 CY of Concrete
 - 4000 TNs of Rebar
 - Helped Superintendent keep suppliers and orders on time and scheduled
- Ric-Man International – Washington Ave Improvements
 - Estimator of project
- Ric-Man International – Neighborhood No. 7 NIP
 - Estimator of project
- Ric-Man International – Broadview NIP package No 2
 - Estimator of project
- Ric-Man Construction – Hillsboro BLVD Improvements
 - Estimator of project
- Ric-Man Construction – Government Cut – Micro Tunnel
 - 72” Tunnel from Miami Beach to Fischer Island
 - 64” Tunnel from Fischer Island to Port of Miami
 - Complete Management of all concrete & support team to Ric-Man
- DMSI – Sunset Island 1 & 2
 - Estimator of project
 - Curbs and Sidewalks
- DMSI – Biscayne Point Neighborhood Improvement
 - Estimator of project
- Ric-Man International - Surfside
 - Estimator of project
- Harbour Construction – Dade Blvd Seawall and Pervious
 - Estimator of project
 - First Pervious Concrete in Miami Beach
- Harbour Construction – Botanical Gardens
 - Estimator of project
- Hole In Donut Land Restoration Task 1 – Federal Government
 - Complete Project management of project from estimating to buildup.
 - Buyouts of Subcontractors
 - Budget management
 - Schedules
- Hole In Donut Land Restoration Task 5 – Federal Government
 - Complete Project management of project from estimating to buildup.
 - Buyouts of Subcontractors
 - Budget management
 - Schedules
- Solar Building – Cooper City
 - Superintendent of this project
 - Charge of 10 man crew
 - Keeping ahead of Schedules for HCD & Subs

- City of Marathon – Fire Station
 - Complete Project management of project from estimating to buildup.
 - Buyouts of Subcontractors
 - Budget management
 - Schedules

REFERENCE INFORMATION:

Name: Jonathan Taylor – Everglades national Park
Phone: 305-242-7876

Name: Paul Knight – Ryan Southern inc
Phone: 954-427-5599

Name: Nelson Liberti – DMSI Inc
Phone: 954-654-2677

Name: David Jr – DMSI Inc
Phone: 754-264-9594

Marcelo F. Espinosa

Engineer Intern

EDUCATION

B.S., Civil Engineering, Catholic University of Ecuador, 1990

REGISTRATION

Engineer Intern, State of Florida, Certified No. 1100012596

EXPERIENCE

Marcelo F. Espinosa has over 32 years of experience in the design and construction of roadway. Mr. Espinosa's experience in construction includes: costs estimates, billing, cost control, heavy machinery, bidding, scheduling and invoicing. The design experience includes preparation of final design plans, geometrics (plan and profile), signing and pavement markings and access management. Mr. Espinosa has extensive computer experience in MicroStation, Geopak, AutoTURN, GuidSIGN, SureTrack, Project, Primavera, Procore. Specific project experience includes the following:

HOMESTEAD CONCRETE & DRAINAGE, INC. 2007 – PRESENT

- **Port of Miami-Terminal V, Voyages Terminal, Miami Beach, FL.** Project Manager for the construction of a new cruise terminal. HC&D was in charge of all the exterior concrete works, including: parking areas, sidewalks, curbs, boarding bridge foundation, terraces, etc. The tasks were: bidding process, scheduling, field supervision, cost control and invoicing
- **Port of Miami-Terminal B&C, Norwegian Terminal, Miami Beach, FL.** Project Manager for the construction of a new cruise terminal. HC&D was in charge of construction of new 1,600 lf of concrete boarding bridge foundation. The tasks were: scheduling, field supervision, cost control and invoicing
- **Key West International Airport, Strengthen/Rehabilitate Commercial Apron, FL.** Project Manager for the reconstruction of a new taxi-way. The duties was: scheduling, field supervision, cost control and invoicing
- **Alton Rd Improvements, from 5th Street to Michigan Avenue, Miami Beach, FL.** Project Manager for the construction of new red concrete sidewalk, driveways, concrete curbs, parking areas. The duties was: scheduling, field supervision, cost control and invoicing
- **Master Pump Station No. 3, Miami-Florida.** Project Manager for the construction of new pump station, part of Downtown Miami's Brickell area sewer system expansion. Duties include safety and quality control; management and supervision of field staff; manpower, material and resource management to achieve schedule objectives.
- **HP-5 Project Repair, U.S. Army Corps of Engineers, Florida.** Project manager for Install Cast In Place Pipe (CIPP) for two (2) double barrel corrugated metal pipe, 10 feet in diameter and 100 feet in length. His responsibilities included: bidding process, submittals phase, schedules, construction, cost control and project administration using Quality Control System (QCS) software.
- **Herbert Hoover Dike, Culverts C-5 and C-5A Repairs, U.S. Army Corps of Engineers, Florida.** Project manager for the repair of six (6) corrugated metal pipe, 10 feet in diameter and 160 feet in length. His responsibilities included: bidding process, submittals phase, schedules, construction, cost control and project administration using Quality Control System (QCS) software.
- **SR 40 Lighting and Streetscape Enhancement, City of Ocala, FL.** Project Manager for the construction of new concrete sidewalk, pedestrian brick pavements, landscaping, irrigation, lighting and traffic signals. The responsibilities are: bidding, scheduling, field supervision and invoicing
- **NW 41th Street Traffic Calming, City of Lauderdale Lakes, FL.** Project Manager for the reconstruction of NW 41th Street, from SR 7 to 31st Ave. The scope of works include: milling and resurfacing, concrete sidewalk, curbs, landscaping, irrigation, signing and pavement markings. The duties involved in this Project are: bidding, scheduling, field supervision and invoicing.
- **Dixie Highway Northern and Southern Gateway, City of Oakland Park, FL.** Project Manager for the construction of new pedestrian pavements, planting, sodding, irrigation, fencing, structures, and furnishings along Dixie Highway between Cypress Creek Rd and Oakland Park Blvd. The responsibilities are: bidding, scheduling, field supervision and invoicing.

HDR. 2005 – 2007

- **NW 87th Ave Reconstruction, FDOT District 6, Miami-Dade County, FL.** Project Designer for the reconstruction of NW 87th Avenue, from NW 58th Street to NW 74th Street. NW 87th Avenue is being reconstructed from a 2-lane undivided rural section to a 5-lane undivided urban section. A complete stormwater management system, installation of a closed drainage system, construction of new canal headwalls and a pollution control structure, new traffic signals and street lighting are some of the major improvements within the corridor. Responsibilities include roadway geometrics, access management, field reviews and plans preparations.
- **Miami-Dade Flashing School Signals, Miami-Dade County Public Works, FL.** Project Designer in the evaluation of the "School Zone" of 10 Elementary Schools through out Miami-Dade County. This project entails the improvements of the "School Zone" with proper signage, pavement markings, and signalization. Responsible for supporting the engineer and cad staff with the initial engineering set of plans as well as miscellaneous elements of the project.
- **Eller Drive/US 1 Loop New Facility Design, FDOT District 4, Broward County, FL.** Designer for a proposed loop that will provide direct connection from West Bound Eller Drive to South Bound US-1, which is currently grade separated. The proposed Loop Ramp contains four different ramp typical sections that include MSE retaining walls and barrier walls as well as a bridge structure over an existing ramp connecting US-1 South Bound and I-595 West Bound. Specific responsibilities to date have included field reviews for specific lighting issues and the preparation of the Lighting Plan component of the contract set of plans.
- **Osceola Blvd/SR 60 Resurfacing, FDOT District 4, Indian River County, FL.** Designer for this 5-mile roadway resurfacing and improvements project. The set of contract plans for this project include roadway, signing and marking, signalization, lighting, and landscaping plans. Improvements of SR 60 consist of new concrete sidewalk where missing, vertical sight distance criteria violation (analysis/mitigation), drainage improvements, lengthening of auxiliary lanes and intersection safety improvements. Responsibilities include roadway geometrics, access management, field reviews, signing and pavement markings, estimates and plans preparations.

EDWARDS & KELCEY. 2003 – 2004

- **Venetian Islands, Miami Beach, FL.** Assisted in the production of roadway plans for the milling and resurfacing of various streets throughout four islands comprising of Venetian Islands. Duties involve design, permitting, technical specifications, storm sewer system, street reconstruction, paved parking areas and landscape architecture.

DMJM + HARRIS. 2000 – 2003

- **Red Road (NW 57th Ave. / SR 953), Dade County, FL.** Assisted in the production of roadways plans for the widening of the roadway within the City of Hialeah, from West 46th Street to West 78th Place. Responsibilities included plans production, geometry design and computation of quantities.
- **State Road 309, Montgomery County, PA.:** Prepared Right-of-Way Claim Information drawings for property acquisitions along the project alignment; calculated take and residual areas resulting from the widening of S.R. 309. Project involved the development of property plats for over 50 parcels located along S.R. 309 from deeds of record for each property, recorded subdivision or lot plans of Upper Dublin and Lower Gwynedd and/or from field survey.
- **TRI-RAIL South Florida Rail Corridor, Miami Dade, Broward & West Palm Beach Counties, FL:** Involved in the preparation of rail plans for the double tracking project along the corridor. The effort included design of profile, geometry design and computation of quantities.
- **State Road 45 (US 41), from Bell Lake Rd. to Suydam Rd., Pasco County, FL.** Involved in the design of roadway plans, vertical profile, geometry and quantities

PROFESSIONAL TRAINING

- Construction Quality Management for Contractors. U.S Army Corps of Engineers
- GEOPAK Road I
- Sheet Clipping with RFClip and GEOPAK
- Electronic Delivery (FDOT)
- Basis of Estimates (FDOT # BT-05-0116)
- Horizontal Clearance (FDOT # BT-05-0109)

REFERENCE QUESTIONNAIRE

Reference for Contractor: Homestead Concrete & Drainage

Agency Giving Reference: City of Tamarac

Person Giving Reference: Chris Lyle

Telephone: (954) 597-3704

E-Mail: _____

Name of Project Completed by Contractor: N.W. 77TH ST. SWALE DRAINAGE

What was the Dollar value of the Project: 475,310.00

What was the Completion Date of the Project: 2024

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did Contractor complete the project on time, in accordance with specifications?	✓				
Did Contractor submit excessive change orders? If yes, how many? _____	YES (NO)				
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?		✓			
How would you rate Contractor's project management, including management of sub-contractors?	✓				
Would you use Contractor again?	(YES) NO				
Overall, what would you rate their performance?	✓				

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

Additional Comments: "Great contractor - reliable, skilled, and finished the job on schedule."

Print Name: Chris Lyle

Title: project Manager

Sign Name: Chris Lyle

Date: 4/28/25

FAILURE TO RETURN THREE (3) REFERENCES USING THIS FORM WILL DEEM YOUR BID "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE

Reference for Contractor: Homestead Concrete & Drainage

Agency Giving Reference: City of Tamarac

Person Giving Reference: Chris Lyle

Telephone: (954) 597-3704

E-Mail: _____

Name of Project Completed by Contractor: NW 70TH AVENUE TRAFFIC CALMING

What was the Dollar value of the Project: 484,872.00

What was the Completion Date of the Project: 2022

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did Contractor complete the project on time, in accordance with specifications?	✓				
Did Contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?		✓			
How would you rate Contractor's project management, including management of sub-contractors?	✓				
Would you use Contractor again?	YES NO				
Overall, what would you rate their performance?	✓				

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

Additional Comments: "The contractor was professional, and completed the project on time."

Print Name: Chris Lyle

Title: project Manager

Sign Name: Chris Lyle

Date: 4/28/25

FAILURE TO RETURN THREE (3) REFERENCES USING THIS FORM WILL DEEM YOUR BID "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE

Reference for Contractor: Homestead Concrete & Drainage

Agency Giving Reference: City of Miramar

Person Giving Reference: Dusean Grant

Telephone: 954-602-3318

E-Mail: dgrant@miramar.fl.gov

Name of Project Completed by Contractor: IMPROVEMENTS TO MIRAMAR BOULEVARD AT BUTTONWOOD AVENUE

What was the Dollar value of the Project: 153,059.52

What was the Completion Date of the Project: 2023

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did Contractor complete the project on time, in accordance with specifications?	✓				
Did Contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	✓				
How would you rate Contractor's project management, including management of sub-contractors?	✓				
Would you use Contractor again?	YES NO				
Overall, what would you rate their performance?	✓				

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

Additional Comments: _____

Print Name: Dusean Grant

Title: Senior Project Engineer

Sign Name: 

Date: 4/29/25

FAILURE TO RETURN THREE (3) REFERENCES USING THIS FORM WILL DEEM YOUR BID "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE

Reference for Contractor: Homestead Concrete & Drainage, Inc.

Agency Giving Reference: City of Hollywood

Person Giving Reference: Luis Lopez, Engineering Support Services

Telephone: 954-921-3410

E-Mail: llopez@hollywoodfl.org

Name of Project Completed by Contractor: Beverly Park Various Locations - Sidewalk

What was the Dollar value of the Project: 2,511,030.00

What was the Completion Date of the Project: ONGOING

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did Contractor complete the project on time, in accordance with specifications?	x				
Did Contractor submit excessive change orders? If yes, how many? _____	YES		NO x		
How would you rate the firm's responsiveness on administrative and service issues?		x			
How would you rate the quality and experience of the firm's project manager and on-site personnel?		x			
Was this awarded under a competitive process?	yes				
How would you rate Contractor's project management, including management of sub-contractors?	x				
Would you use Contractor again?	YES		NO		
Overall, what would you rate their performance?	x				

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

Additional Comments: _____

Print Name: Luis Lopez

Title: Engineering Support Services Manager

Sign Name: Luis Lopez

Digitally signed by Luis Lopez
Date: 2025.04.29 08:34:15 -04'00'


Date: 4.29.2025

FAILURE TO RETURN THREE (3) REFERENCES USING THIS FORM WILL DEEM YOUR BID "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT

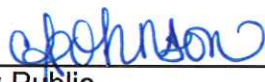
STATE OF Florida)
) ss:
COUNTY OF Miami Dade)

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

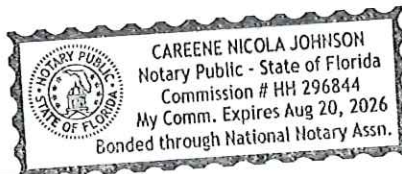
DATED: 04-29-2025 BY: 
(Signature)
NAME: Nelson Apolinario
(Print)
TITLE: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2025, by NELSON APOLINARIO, who is personally known to me or has produced _____ as identification.


Notary Public
State of Florida at Large

My commission expires: _____



END OF DOCUMENT

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES:

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

1. This sworn statement is submitted to City of Miramar
by Nelson Apolinario
for Homestead Concrete & Drainage, Inc
whose business address is 221 S.W 4th Ave.

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2069390

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.


5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

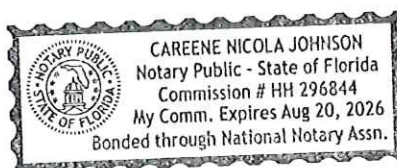
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED: 04-29-2025 BY: 
(Signature)
NAME: Nelson Apollinario
(Print)
TITLE: Vice President

STATE OF FLORIDA)
COUNTY OF Miami-Dade) ss:

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2025, by NELSON APOLLINARIO, who is personally known to me (or) has produced _____ as identification.


Notary Public
State of Florida at Large



My commission expires: _____

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **AC PERRY K-8, SIDEWALK IMPROVEMENTS**

Project Number: **City Bid No. IFB NO. 25-015**

Project Location: **Various locations (See attached map)**

Instructions:

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

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

CERTIFICATION

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

<u>NOT APPLICABLE</u>	Dollars \$ _____
(Written)	(Figures)

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

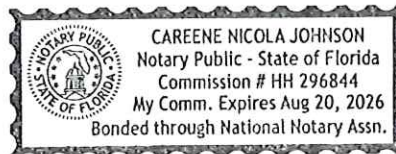
Certified: Homestead Concrete & Drainage, Inc.
(Company Contractor)

By: (Signature)
(President/Principal's Signature)
Alfred Cordero President
(President/Principal's Type or Print Name)

STATE OF FLORIDA)
COUNTY OF MIAMI-Dade ss:
BROWARD)

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2025, by
Alfred Cordero, who is personally known to me (or) has produced
_____ as identification.

(Signature)
Notary Public
State of Florida at Large



My commission expires: _____

END OF DOCUMENT

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

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


1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Bidder's Signature

Date _____

FLORIDA)
MAR 11 - 2015) ss:

Johns

 CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 2026
Bonded through National Notary Assn.

END OF DOCUMENT

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
 Miami Dade) ss:
COUNTY OF)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Homestead Concrete & Drainage, Inc, hereinafter "the Corporation", existing under the laws of the State of Florida, held on April 28, 2025, the following resolution was passed and adopted: "BE IT RESOLVED THAT Nelson Apolinario (name), as Vice President (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 29 day of April, 2025.


Secretary

(SEAL)

END OF DOCUMENT



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

APOLINARIO, NELSON DUQUE

HOMESTEAD CONCRETE & DRAINAGE INC

221 SW 4TH AVE

★ HOMESTEAD FL 33030 ★

LICENSE NUMBER: CGC1512891

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/31/2024

Do not alter this document in any form.

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2025

HOMESTEAD CONCRETE & DRAINAGE, INC.
221 SW 4TH AVENUE
HOMESTEAD, FLORIDA 33030

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GUARDRAIL, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Curb & Gutter.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive, flowing style.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Broward)

KNOW ALL MEN BY THESE PRESENTS that we,
Homestead Concrete and Drainage, Inc., as principal, and
Frankenmuth Insurance Company, as Surety, are held and firmly bound unto the
City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of
Five Percent of Amount Bid _____ Dollars (\$ 5% of Amount Bid _____), lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has
submitted the accompanying Bid, dated April 29, 20 25.

For:
CITY OF MIRAMAR, AC PERRY K-8 - SIDEWALK IMPROVEMENTS IN MIRAMAR, FLORIDA - FDOT-LAP

PROJECT NO. FM 446552-1 - INVITATION FOR BIDS NO. 25-015

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 29th day of April, 2025, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:



Secretary

Homestead Concrete and Drainage, Inc.

(Corporate Principal)

By:


ALFRED
(Title)



ATTEST:

As Per Attached Power of Attorney

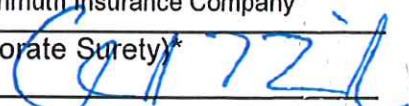
Secretary

*Impress Corporate Seal

Frankenmuth Insurance Company

(Corporate Surety)*

By:


Charles J. Nielson
Attorney-in-Fact

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

END OF DOCUMENT

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature or Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 29th day of April, 2025.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jorge Pensado, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that Nelson Apolinario, who signed the Bond on behalf of the Principal, was then Vice President of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)



Homestead Concrete & Drainage, Inc

(Name of Corporation)

- END OF DOCUMENT -

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Homestead Concrete & Drainage, INC.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See Instructions. 221 S.W. 4th Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Homestead, Florida 33030	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-						
or									
Employer identification number									
5	9	-	2	0	6	9	3	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person 	Date 02/06/25
------------------	---	-------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

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

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

PRODUCER Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 E-MAIL ADDRESS: amanda.nogues@eigrisk.com FAX (A/C, No): (305) 595-7135
INSURED Homestead Concrete & Drainage, Inc. 209 SW 4 Avenue Homestead FL 33030	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10701

COVERAGES **CERTIFICATE NUMBER:** Master 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-55004	12/13/2024	12/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project/Description:
AC Perry K-8 Sidewalk Improvements

CERTIFICATE HOLDER

City of Miramar 2300 Civic Center Place Miramar FL 33025
--

CANCELLATION

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

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HOMECON-05

STWIGGS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):	
INSURED Homestead Concrete & Drainage, Inc. 221 SW 4th Avenue Homestead, FL 33030	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Travelers Indemnity Company of America		25666
	INSURER B : The Travelers Indemnity Company		25658
	INSURER C : Travelers Property Casualty Company of America		25674
	INSURER D : Transguard Insurance Company of America Inc		28886
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DTCO7P945014TIA25	3/26/2025	3/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8107P9383972526G	3/26/2025	3/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7P9844702526	3/26/2025	3/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Equipment Floater			IMP400069802	3/26/2025	3/26/2026	Leased/Rented \$ 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project/Description: AC Perry K-8 Sidewalk Improvements

CERTIFICATE HOLDER

CANCELLATION

City of Miramar
2300 Civic Center Place,
Miramar, FL 33025

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

AUTHORIZED REPRESENTATIVE

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F20141

Entity Name: HOMESTEAD CONCRETE & DRAINAGE, INC.

Current Principal Place of Business:

221 S.W. 4TH AVE
HOMESTEAD, FL 33030

Current Mailing Address:

221 S.W. 4TH AVE.
HOMESTEAD, FL 33030 US

FEI Number: 59-2069390

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TOURON, FRANCISCO III
2665 S. BAYSHORE DRIVE
STE. 300
MIAMI, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: FRANCISCO TOURON

01/08/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name CORDERO, ALFRED
Address 7991 NW 181 ST
City-State-Zip: MIAMI FL 33015

Title VICE PRESIDENT
Name APOLINARIO, NELSON D
Address 17500 SW 244 STREET
City-State-Zip: HOMESTEAD FL 33031

Title SECRETARY
Name PENSADO, JORGE
Address 7680 SW 166TH COURT
 B112
City-State-Zip: MIAMI FL 33193

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JORGE PENSADO

CORPORATE
SECRETARY

01/08/2024

Electronic Signature of Signing Officer/Director Detail

Date

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



1043702

RECEIPT NO.
RENEWAL
1043702

BUSINESS NAME/LOCATION
HOMESTEAD CONCRETE &
DRAINAGE INC
221 SW 4TH AVE
HOMESTEAD, FL 33030-7033



EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
HOMESTEAD CONCRETE &
DRAINAGE INC
C/O NELSON APOLINARIO
Worker(s) 10

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING
CONTRACTOR
CGC1512891

**PAYMENT RECEIVED
BY TAX COLLECTOR**
45.00 08/12/2024
INT-24-461451

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector





FDOT-LAP-IFB 25-015, A-C PERRY K-8 PROJECT

BIDS DUE: APRIL 29, 2025 @ 2:00 P.M.

	COMPANY NAME	TOTAL BID AMOUNT
1	HEAVY CIVIL, INC.	\$1,151,511.93
2	HOMESTEAD CONCRETE & DRAINAGE, INC.*	\$1,050,000.03
3	ROGAR MANAGEMENT & CONSULTING OF FLORIDA, LLC.	\$1,256,530.00
4	THE STOUT GROUP, LLC.	\$1,597,205.00
5	WEEKLEY ASPHALT PAVING, INC.	\$1,696,676.50

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

** The lowest responsive, responsible and Successful Bidder.*