

**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: Salvador Zuniga, City Engineer

Temp. Reso. Number: 8451

Item Description: Temp. Reso. No. R8451, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-021, ENTITLED: "UNDERGROUND CONDUIT INSTALLATION ON MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE," TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, FLORIDA KEYS CONTRACTORS LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH FLORIDA KEYS CONTRACTORS LLC., IN AN AMOUNT NOT-TO-EXCEED \$80,855.00 (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 \$80,855.00 is available in the City's Capital Improvement Program (CIP) Project No. 52111, GL Account No. 395-50-800-531-000-606510-52111 CIP Construction.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R8451**
 - **Exhibit A: Proposed Construction Agreement Florida Keys Contractors LLC**
- **Attachment(s)**
 - **Attachment 1: Exhibit A to Exhibit A - Contractors Final Bid Tabulation**
 - **Attachment 2: Bid Opening 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. 8451 approving the award of Invitation for Bids No. 25-021, to the lowest responsive and responsible bidder, Florida Keys Contractors LLC. in an amount not-to-exceed \$80,855.00.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8451, approving the award of Invitation for Bids No. 25-021, entitled "Underground Conduit Installation on Miramar Parkway from Douglas Road to Palm Avenue" (the "IFB"), to the lowest responsive and responsible bidder who satisfies the minimum qualifications of the IFB 25-021 ("Contractor"); and authorizing the City Manager to execute the proposed Agreement with the Contractor, for the provision of installation services in an amount not-to-exceed \$80,855.00.

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

BACKGROUND: This project is included in the City's Capital Improvement Program (CIP #52111) adopted by the City Commission. The project includes installation of underground conduits along the medians to provide electrical power for Holiday Lighting.

PROCUREMENT: On April 22, 2025, the City's Procurement Department advertised Invitation for Bids No. 25-021, entitled "Underground Conduit Installation on Miramar Parkway from Douglas Road to Palm Avenue" (the "IFB") on DemandStar, Broward Legal, and a newspaper of general circulation. On May 21, 2025, the date of the scheduled bid opening, six contractors submitted sealed bids to the City.

The six Bidders and their total base bids are as follows:

1. *Florida Keys Contractors LLC	\$ 80,855.00
2. KCI Construction Services LLC	\$ 85,000.00
3. UNITEC, Inc.	\$ 97,375.00
4. BoreTec Utilities	\$ 122,017.00
5. MTX Group ONC LLC	\$ 136,309.06
6. AUM Construction LLC	\$ 198,680.00

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

City staff evaluated the bids and the bidders' references and determined that Florida Keys Contractors LLC was the lowest responsive bidder. The City recommends an award to Florida Keys Contractors LLC, the lowest, responsive, responsible bidder (a qualified Florida State Disadvantaged Business Enterprise contractor), with a bid in the amount of \$80,855.00.

DISCUSSION: This project constitutes part of the continued efforts by the City to enhance aesthetics along major corridors on the eastern side of the City. The electrical services will allow the installation of decorative lighting during the holidays.

ANALYSIS: The City has allocated sufficient funds under CIP # 52111 to award the IFB in the amount of \$80,855.00.

Temp. Reso. No. 8451
05/27/25
06/25/25

**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. 25-021, ENTITLED "UNDERGROUND CONDUIT INSTALLATION ON MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE," TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, FLORIDA KEYS CONTRACTORS LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH FLORIDA KEYS CONTRACTORS LLC, IN AN AMOUNT NOT-TO-EXCEED \$80,855.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to have electrical services along medians of major corridors to utilize for decorative lighting during the Holidays; and

WHEREAS, underground conduits for electrical services will be installed along the median of Miramar Parkway from Douglas Road to Palm Avenue (the "Project"); and

WHEREAS, on April 22, 2025, the City's Procurement Department advertised Invitation for Bids No. 25-021, entitled Underground Conduit Installation on Miramar Parkway from Douglas Road to Palm Avenue" (the "IFB") in a newspaper of general circulation, Broward Legal and on DemandStar; and

WHEREAS, on May 21, 2025, the date of the scheduled bid opening, six contractors submitted sealed bids to the City; and

Reso. No. _____

Temp. Reso. No. 8451
05/27/25
06/25/25

WHEREAS, City staff evaluated the bids and the bidders' references and determined that Florida Keys Contractors LLC is the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB in the amount not-to-exceed \$80,855.00; and

WHEREAS, the City Manager recommends that the City Commission approve the award of the IFB to Florida Keys Contractors LLC, and authorize the City Manager to execute the proposed Agreement with Florida Keys Contractors LLC, for the provision of construction services in an amount not-to-exceed \$80,855.00, in the form attached hereto as Exhibit "A;" and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB to Florida Keys Contractors LLC, and to authorize the City Manager to execute the proposed Agreement with Florida Keys Contractors LLC for the provision of construction services in an amount not-to-exceed \$80,855.00, in the form attached hereto as Exhibit "A."

Temp. Reso. No. 8451
05/27/25
06/25/25

**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 with Florida Keys Contractors LLC.

Section 3: That the City Manager is authorized to execute the proposed Agreement with Florida Keys Contractors LLC in an amount not-to-exceed \$80,855.00, 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.

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.

Temp. Reso. No. 8451
05/27/25
06/25/25

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

Voted

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Reso. No. _____

SAMPLE 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 UNDERGROUND CONDUIT INSTALLATION MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 2023, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation whose address is _____

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 25-021 (the "IFB"), entitled: "UNDERGROUND CONDUIT INSTALLATION ON MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; 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 incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

The work shall include all labor, materials, and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

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 Days from the commencement date. The Work shall be Substantially Complete within 60 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 90 Calendar Days after the commencement date given in the Notice to Proceed. Ten weather Days or rain Days are included within the overall Contract time of 150 calendar Days. Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion.

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 like the Project.
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

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

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor _____ \$(_____) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (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, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant 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 and/or the Engineer.
- 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 the City 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 the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

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'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 if 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.
- 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 expended by City, including procurement and administrative costs.

11.4 City may take advantage of each remedy specifically existing at law or in equity. Each 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 (if 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 always comply with all applicable Laws and Regulations. Precautions shall be always exercised 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 or 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 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 Contractor 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 Contractor'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 sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, 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 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 Electronic Mail Transmittal, 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:

TO CITY OF MIRAMAR:

ATTN: _____

Telephone: _____
Fax: _____
Email: _____

ATTN: Dr. Roy Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672
Email: rvirgin@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

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 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 bind 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

CONFLICT-OF-INTEREST

37.1 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.

37.2 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 38 **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 39 **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 40 **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 41 **EQUITABLE ADJUSTMENT**

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor’s control; 2) the volatility affects the marketplace or industry, not just the particular Contractor’s source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 42
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:

CONTRACTOR:

By: _____
City Manager
Dr. Roy Virgin

By: _____

This ____ day of _____, 2023.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

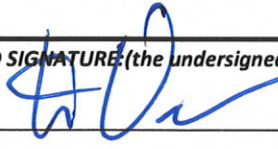
Corporate Seal

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

EXHIBIT A

**SECTION 300 – BID FORMS
BID COVER SHEET – IFB No. 25-021**

BIDDER'S NAME (Name of Firm, Entity or Organization): <u>Florida Keys Contractors LLC</u>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <u>87-1432887</u>	
NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:	
Name: <u>Christopher Vazquez,</u>	Title: <u>President</u>
EMAIL ADDRESS: <u>admin@floridakeyscontractors.com</u>	
MAILING ADDRESS: <u>905 Overseas Highway</u>	
Street Address: <u>905 Overseas Highway</u>	
City, State, Zip: <u>Key West, FL 33040</u>	
TELEPHONE:	FAX:
(<u>305</u>) <u>304-2142</u>	(<u> </u>)
BIDDER'S ORGANIZATION STRUCTURE:	
<input checked="" type="checkbox"/> Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: <u>6/28/2021</u>	
State of Incorporation/Organization: <u>Florida</u>	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS: <u>Licensed General contractor with Additional state licenses in Underground Utilities, Specialty Structures, Electrical and Plumbing.</u>	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation)	
Signed by: <u></u>	Date: <u>5/21/25</u>

Form 300-1

IFB 25-021 Underground Conduit Installation

Print name: Christopher Vazquez Title: 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 a Contract with the City in the form included in this City of Miramar Bid No. IFB- 25-021 to perform the Work as specified or indicated in the Solicitation entitled: **"City of Miramar- Underground Conduit Installation on Miramar Parkway from Douglas Road to Palm Avenue**
2. Bidder accepts all 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. The contact person for this Bid is Brenda Martin, who can be reached at: jdchong@miramarfl.gov
3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter 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	<u>Addendum 1</u>	Date	<u>April 29, 2025</u>
	<u>Addendum 2</u>		<u>May 7, 2025</u>
	<u>Addendum 3</u>		<u>May 13, 2025</u>
	<u> </u>		<u> </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,

Form 300-2

IFB 25-021 Underground Conduit Installation

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).

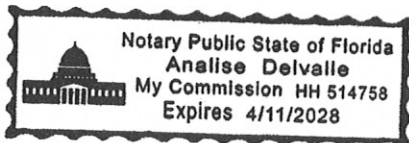
All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: 5/21/2025 BIDDER: Florida Keys Contractors LLC
BY: [Signature]
(Signature)
TITLE: President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by Christopher Vazquez, who is personally known to me ✓ or has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large
My commission expires: 4/11/28



END OF DOCUMENT

Form 300-3

IFB 25-021 Underground Conduit Installation

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

Addendum 1

April 29, 2025

Addendum 2

May 7, 2025

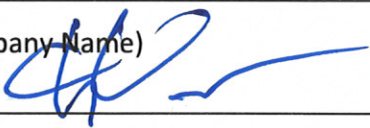
Addendum 3

May 13, 2025

BIDDER:

Florida Keys Contractors LLC

(Company Name)



(Signature)

Chris Vazquez, President

(Printed Name and Title)

END OF DOCUMENT

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

Form 300-4

IFB 25-021 Underground Conduit Installation

CITY OF MIRAMAR
UNDERGROUND CONDUIT INSTALLATION ON
MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE
IFB NO: 25-021
BID FORM SUMMARY

BID	Qty	Unit	Cost
Division 1 – General Requirements			
Permitting and Bonding Allowance*	1	LS	\$2,000
Maintenance of Traffic (MOT)	1	LS	\$1,500
"As-Builts" Record Drawings / Surveying	1	LS	\$1,500
Subtotal – Division 1 General Requirements	1	LS	\$5000
Division 2 – Sitework / Civil			
Trenching and installing ¾" conduit w/string	387	LF	\$1,935
Directional Bore (2" HDPE) w/string	4360	LF	\$52,320
Sod and Irrigation Restoration	1	LS	\$1,500
Other Restoration	1	LS	\$1,500
Handholes / Pull Boxes	11	EA	\$6,600
Subtotal – Division 2	1	LS	\$66,855
Construction Contingency**	1	LS	\$10,000
Div. 1 – 2 Other Work	1	LS	\$2,000
TOTAL BID:	1	LS	\$80,855

*City will reimburse the actual expense by the contractor up to a maximum of \$2,000
Contractor to submit proof of payment for reimbursement.

** Construction contingency is for owner to approve and authorize the contractor for any
unforeseen conditions. This is not a contractor allowance.

TOTAL BASE BID AMOUNT: \$80,855.00
(Write Amount in Figures)

Form 300-5

TOTAL BASE BID AMOUNT: Eighty Thousand, Eight Hundred and Fifty Five Dollars.
(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.

THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED GROUPS, OR LINE ITEMS TO THE PRIMARY PROJECT BID FORM AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST

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.

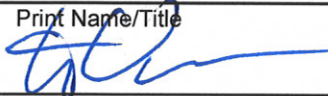
Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids for the Bid to be deemed complete, responsive and accepted 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: **UNDERGROUND CONDUIT INSTALLATION ON
MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE IFB 25-021**

Contractor Company Name: Florida Keys Contractors

Contractor Acknowledgement Christopher Vazquez, President
Print Name/Title

Signature

Form 300-6

Date: 5/21/2025

END OF DOCUMENT

Form 300-7

IFB 25-021 Underground Conduit Installation

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. Communications	CGC1506303	10	Telco Global Inc. 2355 SW 19TH TER MIAMI, FL 33145
2. Horizontal Directional Drilling	CUC1225323	70	MTX Group- One 350 S. MIAMI AVE. MIAMI, FL 33130
3. Electrical Work	EC0002558	20	Florida Keys Electric Inc 905 Overseas Hwy Key West, FL 33040
4.			
5.			
6.			

Note: Attach additional sheets if required.

END OF DOCUMENT

Form 300-8

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

HDPE

A. Graybar

B. Ferguson

A. _____

B. _____

A. _____

B. _____

Type text here

END OF DOCUMENT

Form 300-9

IFB 25-021 Underground Conduit Installation

"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. If 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

Form 300-10

IFB 25-021 Underground Conduit Installation



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:

City of Miramar – Underground Conduit Installation on Miramar Parkway from Douglas Road to Palm Avenue - IFB 25-021

Contractor Company Name: Florida Keys Contractors LLC

Contractor Acknowledgement Chris Vazquez, President

Print Name/Title

Signature

Date: 5/21/2025

END OF DOCUMENT

Form 300-11

IFB 25-021 Underground Conduit Installation

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 the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the city.

- (1) CONTRACTOR'S name and address:

Florida Keys Contractors LLC

- (2) CONTRACTOR'S telephone number: (305) 304-2142

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

State License No. and Expiration Date: CUC1226251

Supplemental classification held, if any: August 31, 2026

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

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

Name: _____ Date of Inspection: _____

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

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Form 300-12

4.

END OF DOCUMENT

CREDIT REFERENCES:

CONTACT NAME:	COMPANY:	PHONE NUMBER:
Craig Cowan	ESI	305-702-6001
Amado Jimenez	Graybar	305-520-4800
Emily Katz	Raybro	305-294-3794

REFERENCES:

CONTACT NAME:	COMPANY:	PHONE NUMBER:
Chas Spottswood	Keystar Construction	305-360-0802
Mark Bottai	EG Design Build, LLC	202-845-5015
Jonathan Hammer	Ajax Building Company	813-838-3290
Chad Korte	The Korte Company	618-654-8611
John Gonzalez	Hotel Collection	843-696-4344
Chuck Williams	ADVENT, PDS	404-365-4825
Brian Botsford	Botsford Builders	305-743-9644
John O' Connor	Biltmore Construction	727-585-2084
Pritam Singh	Singh Co.	305-481-6301
Terry Richardson	City of Key West	305-809-3943
Elias Bichachi	E.L.C.I Construction Group, Inc.	305-891-7990
Steve Hall	Nelco Construction	813-237-2785
Brian French	Sikon Construction	954-354-8338
Marshall White	D.L. Porter Constructors, Inc.	941-929-9400
Lee Bazile	Bellingham Marine	904-358-3362
Gary Loer	D.L. Porter Constructors, Inc.	941-929-9400
Karl Walters	KAWA Construction	305-294-8146
Michael Ingram	MB Ingram Architect	305-292-7722
Fred Salinero	Salinero Enterprises	305-294-7618
John Fugo	Montgomery Development	919-969-7301
Gary Burchfield	Gary the Carpenter	305-292-0261
Frank Dovel	Frank Dovel Construction	305-395-0049
Pat Cartwright	Sauer, Inc	904-334-4461
David Moran	Sea Tech, Inc.	305-872-0888
Tony Tarnowski	DTC Engineers & Constructors	203-239-4200
Kurt Lewin	First State Bank	305-296-8535
Jack Spottswood	Spottswood Company	305-294-9956
Erica Hughes	Spottswood Company	305-294-9556
Terri Spottswood	Truman Company	305-587-3407
Mark Todaro	Centennial Bank	305-292-3852
Gary Loer	D.L. Porter Constructors, Inc.	941-929-9400
Tracey Bruce	Morganti Group	772-233-2101
Jim Peace	Morganti Group	561-689-0200
Greg Veliz	FCAA	305-296-2454

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:
Keystar, Inc.	COMMERCIAL	Stock Island Shops
Mingo & Co.	RESORTS	Pier House - Spa, Restaurant, Bar
Morganti Group	AIRPORTS	KW International Airport
Morganti Group	AIRPORTS	Marathon Airport
Nelco Construction	MILITARY	USCG – Marathon Rehab
Reliance Construction, Inc.	RESORTS	Fairfield Inn (New & Old)
Sikon Construction	COMMERCIAL	Florida Keys Community College
W. Barnett Enterprises	RESORTS	Ocean Beach Resort
Winesett- Hill Construction	COMMERCIAL	Five Guys Burger
Marino Construction	MARINA	Stock Island Marina Village
Charley Toppino & Sons, Inc.	COMMERCIAL	Boy Scout Camp Sawyer
City of Key West	MILITARY	Navy Mole Pier For Naval Ships
Coastal Construction	RESIDENTIAL	Poinciana Royale
Coastal Construction	EDUCATIONAL	Horace O Bryant
Complete Property Services	RESORTS	Crown Plaza La Concha

2003-2008

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:
Frank Dovel Const	RESORTS	Little Palm Island
Frank Dovel Const	RESORTS	Ocean Key House
Gary the Carpenter	HEALTHCARE DEVELOPMENTS	Naval Base Veteran's
Gary the Carpenter	RESIDENTIAL	618 Caroline St.
Gary the Carpenter	RESIDENTIAL	810 & 812 Terry Ln.
Gary the Carpenter	RESORTS	Casa Alante
Homes of Distinction	RESIDENTIAL	Marquesa Court Homes
HTM, Inc	RESIDENTIAL	Key Cove Phase II
HTM, Inc	RESORTS	Pier House Phase 6&7
Kawa Construction, Inc.	COMMERCIAL	Marine Bank
M.J. Harris, Inc.	HEALTHCARE DEVELOPMENTS	Lower Keys Medical
Salinero Enterprises	RESIDENTIAL	Tortuga West
Sauer, Inc	CITY & GOVERNMENT	Hurricane Wilma Repairs
Sauer, Inc	MILITARY	Base Ops Facilities
Sauer, Inc	MILITARY	Naval Base Pistol Range
Suncom Inc.	COMMERCIAL	Walgreen's
BRPH	RESIDENTIAL	Truman Annex
D.L. Porter Constructors, Inc.	AIRPORTS	Key West International
D.L. Porter Constructors, Inc.	COMMERCIAL	KW Ferry Terminal
D.L. Porter Constructors, Inc.	HEALTHCARE DEVELOPMENTS	Fishermen's Hospital
D.L. Porter Constructors, Inc.	HEALTHCARE DEVELOPMENTS	Old Mariners Hospital
D.L. Porter Constructors, Inc.	LAW ENFORCEMENT	KW Public Safety
D.L. Porter Constructors, Inc.	LAW ENFORCEMENT	Old Mariners Hospital
D.L. Porter Constructors, Inc.	LAW ENFORCEMENT	Sheriff's Hanger
D.L. Porter Constructors, Inc.	RESIDENTIAL	Key Cove Phase I
D.L. Porter Constructors, Inc.	RESIDENTIAL	Santa Maria
D.L. Porter Constructors, Inc.	RESORTS	Truman Hotel
DTC Engineers	ROAD	Road Modification

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:
Complete Property Services	RESORTS	The Reach Resort Public Spaces, Guest Rooms and Garage
Burke Construction, Inc.	CITY & GOVERNMENT	Bernstein Park
Charley Toppino & Sons, Inc	GOVERNMENT	Truman Waterfront Park Phase 1B
D'Asign Source	RESIDENTIAL	Vaca Cut Villas
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	Truman Waterfront Park Amphitheater
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Truman Waterfront Park
General Asphalt	AIRPORTS	Key West International Airport – Runway Rehabilitation
McKendry Builders	RESORTS	Havana Cabana
D.L. Porter Constructors, Inc.	COMMERCIAL	Florida Keys SPCA
Biltmore Construction, Inc.	COMMERCIAL	Keys Energy Services
Botsford Builders	RESORTS	Oceans Edge Resort
Burke Construction, Inc.	CITY & GOVERNMENT	Key West City Hall
Burke Construction, Inc.	COMMERCIAL	Seven Fish
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Florida Keys Aqueduct Authority
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Pump Station F
Civic, Frazee, Advent, & JL Woode	RESORTS	Hotel Collection Sites A, B, C, & D
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	City of Key West Fire Station #2
D.L. Porter Constructors, Inc.	COMMERCIAL	Studios of Key West
GLR Constructors	COMMERCIAL	CVS Duval
Heritage Construction, Inc.	RESIDENTIAL	73rd Street Affordable Housing
PWI Construction, Inc.	COMMERCIAL	Hawks Cay Resort
Reliance Construction, Inc.	RESORTS	Grand Key Doubletree Resort
Tenant Build, Inc.	COMMERCIAL	TJ Maxx
Weekes Construction	COMMERCIAL	GAP
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Pump Stations A, B, C, D, DA
McKendry Builders	RESIDENTIAL	42 Cannon Royal Dr
Keystar Construction	RESIDENTIAL	529 Caroline Street
D. L Porter Constructors, Inc	RESIDENTIAL	Kosloske Residence

2009-2014

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:
Complete Property Services	RESORTS	La Concha (Pool, Lobby, Spa, Wine bar, Starbucks)
D.L. Porter Constructors, Inc.	AIRPORTS	Island City Flying Service
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	Lester Building
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	Monroe County Courthouse
D.L. Porter Constructors, Inc.	COMMERCIAL	Silver Palms Hotel
D.L. Porter Constructors, Inc.	RESIDENTIAL	KW Convalescent Center
D.L. Porter Constructors, Inc.	RESORTS	Atlantic Shores
D.L. Porter Constructors, Inc.	RESORTS	El Rancho Motel
D.L. Porter Constructors, Inc.	RESORTS	Southernmost on the Bch
D.L. Porter Constructors, Inc.	RESORTS	The Galleon Resort
E.L.C.I Construction Group, Inc	MILITARY	JIATIF UPS
Florida Keys Electric	MILITARY	Navy Outer Mole
H.I.P.P. Industries	RESIDENTIAL	KWIA Noise Insulation
Kaiser Kane	MILITARY	JIATFS



Established in 1988, Florida Keys Electric Inc. is a premier Electrical Contractor providing electrical, low voltage, and fire alarm services throughout South Florida, The Florida Keys and Key West. We are a privately-owned corporation with offices located in Key West, FL and Marathon, FL. Raymond Vazquez, President and Owner of Florida Keys Electric, Inc., has been licensed and insured for over 35 years specializing in commercial and residential construction projects along with local services for private home and business owners. Our unlimited electrical contracting license permits us to do various types of electrical work throughout the entire state of Florida.

Florida Keys Electric, Inc. is DBE Certified, MBE Certified, fully insured, and holds a bonding capacity of \$50 million. Whether it is a small or large project, we have the experience and expertise necessary to ensure it is completed on time, within budget, and with precision. Our master electricians have the qualifications, and the equipment needed to effectively get the project done.

CURRENT AND COMPLETED PROJECTS:

2015—CURRENT		
CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:
EG Design Build, LLC	GOVERNMENT	SOF Watercraft Maintenance Facility
Keystar Construction	AIRPORTS	Signature Aviation - New FBO Terminal
Ajax Building Company	PARKS & RECREATION	Tommy Roberts Memorial Stadium
Coral Construction Company	PARKS & RECREATION	Big Pine Key Park
Stonehenge Construction, LLC	PARKS & RECREATION	Long Key State Park
Biltmore Construction, Inc.	COMMERCIAL	Keys Energy Services Warehouse
Gulf Building / Keystar Construction	COMMERCIAL	FCAA Headquarters Building
Botsford Builders	RESORTS	Grassy Flats Resort
Gulf Building / Keystar Construction	AFFORDABLE HOUSING	Garden View Apartments
The Korte Company	GOVERNMENT	P-211 Hangar
The Korte Company	GOVERNMENT	Navy Gateway Inn & Suites
Conch Construction, LLC	GOVERNMENT	Big Pine DMV
West Construction, Inc	GOVERNMENT	Cudjoe Key Fire Station #11
Charley Toppino & Sons, Inc	CITY	Bahia Honda Sandspur Restoration
The NuRock Companies	AFFORDABLE HOUSING	Crystal Cove Housing Partners
American Empire Builders	CITY	Kingfish Pier Dock Pedestals
D.L Porter Constructors, Inc	GOVERNMENT	EYW Customs & Border Patrol
D.L Porter Constructors, Inc	GOVERNMENT	EYW Departure Hall Renovation
Overholt Construction Corporation	GOVERNMENT	FKEC Training & Dining
The NuRock Companies	AFFORDABLE HOUSING	Marathon Key Housing Partners
Sunstone Hotels	RESORTS	Oceans Edge Resort - Generator
Gulf Southern Construction Company	RESIDENTIAL	Key Haven Estates
D.L Porter Constructors, Inc	GOVERNMENT	Marathon Car Wash
Desbuild Incorporated	GOVERNMENT	Marine Raiders
Advance Systems, Inc	COMMERCIAL	Midgard Storage
Ebsary Foundation	CITY & GOVERNMENT	Key West Ferry Terminal
MV7, Inc	GOVERNMENT	NAS Key West Boca Chica A981
Botsford Builders	RESORTS	Isla Bella Beach Resort
Professional Construction Management, Inc	AFFORDABLE HOUSING	Seaward Apartments
Desbuild Incorporated	GOVERNMENT	Sigsbee Fire Station
Barracuda Builders	CITY	Smathers Beach Bathroom
Florida Lemark Corporation	CITY	St Peter's Church
Florida Lemark Corporation	CITY	San Pablo Catholic Church
Biltmore Construction, Inc.	CITY & GOVERNMENT	Florida Keys Mosquito Control

Mickey Johnson	Complete Property Services	727-793-9777
Dave Hartman	GLR Construction	239-834-7555
Alex Frazee	Frazee, Inc.	(407) 851-8977



Major Construction Projects

YEAR COMPLETED:	PROJECT NAME:	CONTRACTOR/OWNER:	CONTRACT AMOUNT:
CURRENT	Key West International Airport - Concourse & Terminal	NV2A Group	\$ 10,580,620.00
CURRENT	Kermit Lewin Reverse Osmosis Facility	TLC Diversified	\$ 6,975,500.00
2024	SOF Watercraft Maintenance Facility	EG DesignBuild LLC	\$ 952,123.00
2024	Tommy Roberts Memorial Stadium	AJAX Building Company	\$ 1,048,000.00
2024	Richard Heyman Fleming Key Wastewater Treatment Facility	Charley Toppino & Sons	\$ 2,000,000.00
2023	Signature Aviation - New FBO Terminal	Keystar Construction	\$ 426,322.00
2023	Navy Gateway Inn & Suites	The Korte Company	\$ 5,151,665.00
2021	FKAA Headquarters Building	Gulf Building / Keystar Construction	\$ 1,200,000.00
2023	Garden View Apartments	Gulf Building / Keystar Construction	\$ 2,523,353.00
2022	Sigsbee Fire Station	Desbuild, Inc.	\$ 1,012,035.00
2021	Key West International Airport - Taxiway Renovation	General Asphalt	\$ 2,100,000.00
2022	Keys Energy Warehouse	Biltmore Construction	\$ 770,000.00
2021	Crystal Cove Resort & Marathon Residences	Nurock Construction	\$ 931,000.00

2020	Marine Raiders Training Facility	Desbuild, Inc.	\$	540,000.00
2019	Isla Bella Beach Resort	Botsford Builders	\$	4,200,000.00

PAST PERFORMANCE INFORMATION FORM

CONTRACTOR MUST COMPLETE

**** Past Performance:** Quoters shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts (within the past 3 years) that is of the same or similar scope, magnitude, and complexity to that which is described in the solicitation. Quoters shall submit a maximum of three (3) current/previous contracts performed within the last three (3) years that are of a similar nature to this solicitation.

Quoters shall include on the Past Performance Reference Form: contract number, name and address of the Government agency or commercial entity, description of work/services provided, point of contact with current phone number and e-mail address, date of contract award, period of performance, initial and current contract value, and the extent of subcontracting.

Quoters shall fill out a Past Performance Reference Form for each reference and submit with their quote. The POCs on the references submitted maybe contacted by the Government to confirm past performance information and the quality of services provided under the reference. Quoters that are newly formed entities or otherwise lack relevant prior contracts should list contracts and subcontracts as required above for all key personnel and applicable resources to be used in the effort being offered (where it may not be easily apparent, also explain the relevance of the past performance).

Quoters are encouraged to describe any problems encountered and corrective actions taken on the identified contracts. NOAA reserves the right to obtain information for use in evaluating past performance from any and all sources, including sources outside the Government.

**** Experience:** Quoters shall describe and provide examples of recent experience in performing the same or similar services of the same scope, magnitude, and complexity, specifically, Electrical Distribution System Replacement. Recent is defined as within the last three (3) years.

Name of Vendor: Florida Keys Electric, Inc.	
Contract Number, Order number, or Identifier:	Tommy Roberts Memorial Stadium
Contract Type (Firm Fixed Price, Cost Reimbursement, or Time and Material):	Firm Fixed Price
Government/Employer Point of Contact (Name & Title):	Ajax Building Company Jonathan Hammer - Project Manager
Government/Employer Telephone Number and E-mail Address (PLEASE VERIFY):	813-838-3290 Jonathan.Hammer@ajaxbuilding.com
Total dollar value for this effort broken into annual increments: (For ordering vehicles, show both the annual estimated contract amount and the amount of orders actually performed) \$ 1,048,000.00	
Type of Service(s) Provided and Location(s) : Turn-Key Electrical System Installation	Period of Performance: From: 2023 To: 2024

Detailed description of the work performed sufficient to demonstrate the relevance of the reference to the scope of the solicitation: *(NOTE: Vendor should demonstrate that the efforts performed for this reference are similar or directly related to design services)*

Delivered comprehensive electrical services for a sports stadium project, ensuring reliable power distribution, advanced lighting systems, and seamless integration of safety and communication networks to enhance the overall fan experience.

Subcontractor(s) Utilized in Performance of this contract, description of the extent of work performed by subcontractor(s), along with annual dollar value of all subcontracts:

N/A

PAST PERFORMANCE INFORMATION FORM

CONTRACTOR MUST COMPLETE

**** Past Performance:** Quoters shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts (within the past 3 years) that is of the same or similar scope, magnitude, and complexity to that which is described in the solicitation. Quoters shall submit a maximum of three (3) current/previous contracts performed within the last three (3) years that are of a similar nature to this solicitation.

Quoters shall include on the Past Performance Reference Form: contract number, name and address of the Government agency or commercial entity, description of work/services provided, point of contact with current phone number and e-mail address, date of contract award, period of performance, initial and current contract value, and the extent of subcontracting.

Quoters shall fill out a Past Performance Reference Form for each reference and submit with their quote. The POCs on the references submitted maybe contacted by the Government to confirm past performance information and the quality of services provided under the reference. Quoters that are newly formed entities or otherwise lack relevant prior contracts should list contracts and subcontracts as required above for all key personnel and applicable resources to be used in the effort being offered (where it may not be easily apparent, also explain the relevance of the past performance).

Quoters are encouraged to describe any problems encountered and corrective actions taken on the identified contracts. NOAA reserves the right to obtain information for use in evaluating past performance from any and all sources, including sources outside the Government.

**** Experience:** Quoters shall describe and provide examples of recent experience in performing the same or similar services of the same scope, magnitude, and complexity, specifically, Electrical Distribution System Replacement. Recent is defined as within the last three (3) years.

Name of Vendor: Florida Keys Electric, Inc.	
Contract Number, Order number, or Identifier:	SOF Watercraft Maintenance Facility N69450-19-D-0919
Contract Type (Firm Fixed Price, Cost Reimbursement, or Time and Material):	Firm Fixed Price
Government/Employer Point of Contact (Name & Title):	EG Design Build, LLC Mark Bottai - Project Manager
Government/Employer Telephone Number and E-mail Address (<u>PLEASE VERIFY</u>):	202-845-5015 mark.bottai@desbuild.com
Total dollar value for this effort broken into annual increments: (For ordering vehicles, show both the annual estimated contract amount and the amount of orders actually performed) \$ 952,123.00	
Type of Service(s) Provided and Location(s) : Turn-Key Electrical System Installation	Period of Performance: From: 2021 To: 2023

Detailed description of the work performed sufficient to demonstrate the relevance of the reference to the scope of the solicitation: *(NOTE: Vendor should demonstrate that the efforts performed for this reference are similar or directly related to design services)*

Executed electrical installations and upgrades to ensure safe, reliable power distribution at a state-of-the-art watercraft maintenance facility, supporting seamless operations and enhancing safety protocols.

Subcontractor(s) Utilized in Performance of this contract, description of the extent of work performed by subcontractor(s), along with annual dollar value of all subcontracts:

N/A

PAST PERFORMANCE INFORMATION FORM

CONTRACTOR MUST COMPLETE

**** Past Performance:** Quoters shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts (within the past 3 years) that is of the same or similar scope, magnitude, and complexity to that which is described in the solicitation. Quoters shall submit a maximum of three (3) current/previous contracts performed within the last three (3) years that are of a similar nature to this solicitation.

Quoters shall include on the Past Performance Reference Form: contract number, name and address of the Government agency or commercial entity, description of work/services provided, point of contact with current phone number and e-mail address, date of contract award, period of performance, initial and current contract value, and the extent of subcontracting.

Quoters shall fill out a Past Performance Reference Form for each reference and submit with their quote. The POCs on the references submitted maybe contacted by the Government to confirm past performance information and the quality of services provided under the reference. Quoters that are newly formed entities or otherwise lack relevant prior contracts should list contracts and subcontracts as required above for all key personnel and applicable resources to be used in the effort being offered (where it may not be easily apparent, also explain the relevance of the past performance).

Quoters are encouraged to describe any problems encountered and corrective actions taken on the identified contracts. NOAA reserves the right to obtain information for use in evaluating past performance from any and all sources, including sources outside the Government.

**** Experience:** Quoters shall describe and provide examples of recent experience in performing the same or similar services of the same scope, magnitude, and complexity, specifically, Electrical Distribution System Replacement. Recent is defined as within the last three (3) years.

Name of Vendor: Florida Keys Electric, Inc.	
Contract Number, Order number, or Identifier:	Signature Aviation - New FBO Terminal
Contract Type (Firm Fixed Price, Cost Reimbursement, or Time and Material):	Firm Fixed Price
Government/Employer Point of Contact (Name & Title):	Keystar Construction Jeremy Mosher - Project Manager
Government/Employer Telephone Number and E-mail Address (<u>PLEASE VERIFY</u>):	786-423-0864 jmosher@keystarconstruction.com
Total dollar value for this effort broken into annual increments: (For ordering vehicles, show both the annual estimated contract amount and the amount of orders actually performed) \$ 426,322.00	
Type of Service(s) Provided and Location(s) : Turn-Key Electrical System Installation	Period of Performance: From: 2022 To: 2023

Detailed description of the work performed sufficient to demonstrate the relevance of the reference to the scope of the solicitation: *(NOTE: Vendor should demonstrate that the efforts performed for this reference are similar or directly related to design services)*

Delivered high-quality electrical solutions at the Signature Aviation Terminal, ensuring optimal performance and reliability for all critical systems. Our work included power distribution, lighting, and safety systems, tailored to meet the unique demands of the aviation environment.

Subcontractor(s) Utilized in Performance of this contract, description of the extent of work performed by subcontractor(s), along with annual dollar value of all subcontracts:

N/A

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Broward)

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: 5/21/2025

BY: _____

(Signature)

NAME: Christopher Vazquez
(Print)

TITLE: President

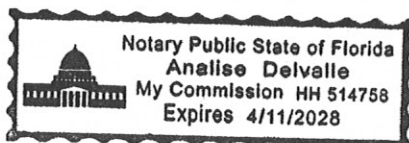
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by Christopher Vazquez, who is personally known to me ✓ or has produced _____ as identification.

Analise Delvalle

Notary Public
State of Florida at Large

My commission expires: 4/11/28



END OF DOCUMENT

Form 300-16

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 Christopher Vazquez
for Florida Keys Contractors LLC
whose business address is 905 Overseas Highway, Key West Fl. 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 87-1432887

(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. A predecessor or successor of a person convicted of a public entity crime; or

Form 300-17

b. 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 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: 5/21/2025

BY: _____

(Signature)

NAME: Christopher Vazquez

(Print)

TITLE: President

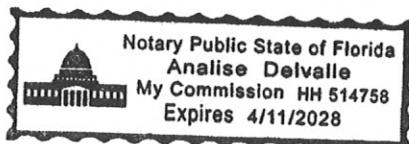
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by Christopher Vazquez, who is personally known to me ✓ or has produced _____ as identification.

Adrienne

Notary Public
State of Florida at Large

My commission expires: 4/11/28



END OF DOCUMENT

Form 300-19

IFB 25-021 Underground Conduit Installation

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: CITY OF MIRAMAR- "UNDERGROUND CONDUIT INSTALLATION ON
MIRAMAR PARKWAYD FROM DOUGLAS ROAD TO PALM AVENUE"

Project Number: IFB No. 25-021

Project Location: The Project is located on "MIRAMAR PARKWAY FROM DOUGLAS ROAD TO PALM AVENUE".

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 were 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 more than five feet in depth for this Project.
2. The estimated cost imposed by compliance with the Trench Safety Act will be:

N/A	Dollars \$ N/A
(Written)	(Figures)

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

Certified: Florida Keys Contractors LLC
(Company Contractor)

By: [Signature]
(President/ Principal's Signature)
Christopher Vazquez
(President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by Christopher Vazquez, who is personally known to me ✓ or has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large

My commission expires: 4/11/28



END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Christopher Vazquez being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of Florida Keys Contractors LLC, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

Form 300-22

IFB 25-021 Underground Conduit Installation

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

Signed, sealed, and delivered
In the presence of:

[Signature]
Witness

Chabel Cardenas
Witness

By: [Signature]

Christopher Vazquez
(Print Name)

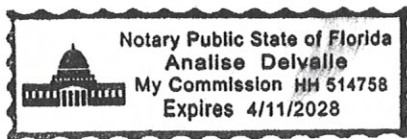
President
(Title)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by
Christopher Vazquez, who is personally known to me ✓ or has produced
_____ as identification.

[Signature]
Notary Public
State of Florida at Large

My commission expires: 4/11/28



END OF DOCUMENT

Form 300-23

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.

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

[Handwritten Signature]

Bidder's Signature

5/21/2025

Date

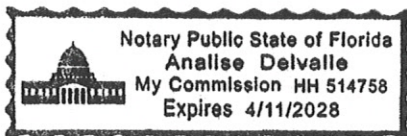
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by Christopher Vazquez, who is personally known to me ✓ or has produced _____ as identification.

[Handwritten Signature]

Notary Public
State of Florida at Large

My commission expires: 4/11/28



END OF DOCUMENT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of Services under any agreement it enters with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: 5/21/2025

BY: _____

(Signature)

NAME: Christopher Vazquez

(Print)

TITLE: President

STATE OF FLORIDA)

) ss:

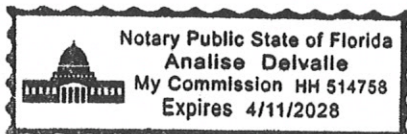
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 21st day of May, 2025, by Christopher Vazquez, who is personally known to me ✓ or has produced _____ as identification.

Analise Delvalle

Notary Public
State of Florida at Large

My commission expires: 4/11/28



END OF DOCUMENT

Form 300-26

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE
BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: Florida Keys Contractors LLC

Address: 905 Overseas Highway, Key West Fl. 33040

Phone No.: (305) 304-2142

Email Address: admin@floridakeyscontractors.com

Contact Person (Regarding This Form): Christopher Vazquez

Type of Business (check the appropriate type):

- ☒ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving, or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections, and environmental consulting (materials and soil testing) and surveying.
- ☒ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES ☐ NO ☒

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ☐ NO ☒
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.
- ☐ Business with a location within Miramar, follows all City licensing requirements and is current on all City taxes.
Attach a copy of a current Miramar Business Tax Receipt to this form.

Form 300-27

IFB 25-021 Underground Conduit Installation

END OF DOCUMENT

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

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name Florida Keys Contractors LLC		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶		<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) 905 Overseas Highway		Requester's name and address (optional) City of Miramar
City, state, and ZIP code Key West Fl. 33040		2300 Civic Center Place	
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
or								
Employer identification number								
8	7	1	4	3	2	8	8	7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶ 5/20/2025
--------------	-------------------------------	-------------------------

Purpose of Form

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.

Form 300-29

IFB 25-021 Underground Conduit Installation

AGREEMENT CERTIFICATE (if Corporation)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the Florida Keys Contractors LLC, hereinafter "the Corporation", existing under the laws of the State of Florida, held on May 20, 2025, the following resolution was passed and adopted: "BE IT RESOLVED THAT Christopher Vazquez (name), as 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 20 day of May, 2025.


Secretary

(SEAL)

END OF DOCUMENT



**UNDERGROUND CONDUIT INSTALLTION ON MIRAMAR PKWY FROM DOUGLAS
ROAD TO PALM AVENUE
IFB No. 25-021
PRELIMARY BID OPENING – MAY 21, 2025.**

**PLEASE NOTE: THE APPARENT LOWEST BID ON THIS LIST IS SUBJECT TO REVIEW AND
VERIFICATION OF DOCUMENTS**

	COMPANY NAME	BASE BID AMOUNT
1	FLORIDA KEYS CONTRACTORS LLC	\$80,855.00
2	KCI CONSTRUCTION SERVICES LLC	\$85,000.00
3	UNITEC	\$97,375.00
4	BORE TEC UTILITIES	\$122,017.00
5	MTX GROUP ONC LLC	\$136,309.06
6	AUM CONSTRUCTION, INC	\$198,680.00

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Proposers with SBE/CBE Certification (5%) or Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.

JASON CHONG

Opened by: