## CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: October 15, 2025

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

and Strategic Development.

Prepared By: DuSean Grant, Senior Project Engineer

Temp. Reso. Number: R8492

Item Description: Temp. Reso. No. R8492 APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-022, ENTITLED: "MIRAMAR COMPLETE STREETS PHASE III, FDOT-LAP PROJECT NO. FM 443945-1", TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, CONENGINEERS BUILDERS, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH CONENGINEERS BUILDERS, LLC, IN AN AMOUNT NOT-TO-EXCEED \$2,230,069.60 AND ALLOCATING A CONSTRUCTION CONTINGENCY ALLOWANCE OF \$50,000.00, FOR A TOTAL PROJECT COST OF \$2,280,069.60 (City Engineer, Salvador Zuniga)

| Consent            | Resolution $oximes$         | Ordinance                    | Quasi-Judicial            | Public Hearing              |
|--------------------|-----------------------------|------------------------------|---------------------------|-----------------------------|
| Instructions       | s for the Office o          | f the City Clerk: A          | agreement to be signed    | on the Dais.                |
| Public Notice – A  | as Required by the Sec      | of the City Code and/        | or Sec, Florida Statutes, | public notice for this item |
| was provided as fo | ollows: on, in a            | ad in the                    | ; by the posting the prop | perty on and/or             |
| by sending mailed  | notice to property owners v | within feet of the pr        | operty on (Fill in all th | at apply)                   |
| Special Voting Re  | equirement – As required b  | y Sec, of the City (         | Code and/or Sec Florida   | Statutes, approval of this  |
| item requires a    | (unanimous 4/5ths et        | c. vote of the City Commissi | on.                       |                             |
| Fiscal Impa        | ıct: Yes⊠ No [              |                              |                           |                             |

**REMARKS:** Funding in the amount of \$2,280,069.60 will be available in the City's Capital Improvement Program (CIP) Project No. 52109 – Miramar Complete Streets Phase III, GL Account Nos. 393-55-901-541-000-606510-52109 CIP-Construction (\$2,206,976.00), GL Account Nos. 385-55-800-541-000-606510-52109 CIP-Construction (\$73,093.60).

#### Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8492
- Exhibit A: Proposed Construction Agreement with Conengineers Builders, LLC with Contractor's Bid Attached
- Attachment(s)

**Attachment 1:** Bid Tabulation Sheet



### CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Salvador Zuniga, City Engineer

DATE: October 9, 2025

RE: Temp. Reso. No. 8492 approving the award of Invitation for Bids No. 25-

022, to the lowest responsive and responsible bidder, Conengineers Builders, LLC, in an amount not-to-exceed \$2,230,069.60 and allocating a construction contingency allowance of \$50,000.00, for a total project cost of

\$2,280,069.60

**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R8492, approving the award of Invitation for Bids No. 25-022, entitled "Miramar Complete Streets Phase III, FDOT-LAP Project No. FM 443945-1" (the "IFB"), to the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB, Conengineers Builders, LLC ("Contractor"); and authorizing the City Manager to execute the proposed Agreement with the Contractor, for the provision of construction services in an amount not-to-exceed \$2,230,069.60 and allocating a construction contingency allowance of \$50,000.00 for a total project cost of \$2,280,069.60.

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

**BACKGROUND:** The Miramar Complete Streets Phase III Project was awarded funding from the Broward Metropolitan Planning Organization (MPO) Complete Streets and other Localized Initiatives (CSLIP), for design and construction of the project. The funding was allocated in the Florida Department of Transportation (FDOT) work program under project no. FM 443945-1. Design was completed, and the project is ready for construction.

On April 24, 2025, the City's Procurement Department advertised Invitation for Bids No. 25-022, entitled "Miramar Complete Streets Phase III, FDOT-LAP Project No. FM 443945-1" on DemandStar, Broward Legal, a newspaper of general circulation and social media.

On May 8, 2025, a pre-bid conference was conducted, and nine contractors were in attendance.

On June 3, 2025, the date of the scheduled bid opening, seven (7) contractors submitted sealed bids to the City.

The seven (7) Bidders and their total base bids are as follows:

| 1. **Conengineers Builders, LLC                   | \$ 2,230,069.60 |
|---|-----------------|
| 2. The Stout Group, LLC                           | \$ 2,573,148.48 |
| 3. Weekly Asphalt Paving, Inc.                    | \$ 2,758,584.76 |
| 4. Homestead Concrete & Drainage, LLC.            | \$ 2,926,021.00 |
| 5. HG Construction Development & Investment, Inc. | Non-Responsive  |
| 6. American Design Engineering Construction       | Non-Responsive  |
| 7. Absolute Construction Services                 | Non-Responsive  |

<sup>\*\*</sup>Indicates the lowest, responsive, responsible bidder.

City staff evaluated the bids and the bidders' references and determined that Conengineers Builders, LLC is the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB in an amount not-to-exceed \$2,230,069.60. This project has a Disadvantaged Business Enterprise (DBE) Goal of 10.54%.

The City recommends an award to Conengineers Builders, LLC the lowest, responsive, responsible bidder, with a bid in the amount of \$2,230,069.60, and allocating a construction contingency of \$50,000.00, for a total project cost of \$2,280,069.60.

<u>DISCUSSION:</u> The Miramar Complete Streets Phase III Project involves improvements at along several streets within the Historic Miramar area. Improvements include the construction of sidewalks, installation of pedestrian light poles and ADA compliant ramps throughout the area.

The project must be delivered via the FDOT's Local Agency Program (LAP) which is a reimbursement-based program. The City Commission approved Reso 21- 47 in support of the project and committing to fund upfront costs for Design, Construction and Construction Engineering and Inspection (CEI) services, to be reimbursed on a determined frequency pursuant to a LAP agreement for each corresponding phase.

ANALYSIS: FDOT will reimburse costs for eligible construction items, except for non-eligible items and contingencies, on a quarterly basis as per the LAP agreement. The total construction bid including local funding commitments (for non-eligible items) is \$2,230,069.60. FDOT will reimburse the City up to a maximum amount of \$2,027,562. City has allocated sufficient funds in the Capital Improvement Program (CIP) Project No. 52109 - Miramar Complete Streets Phase III, to cover upfront costs for both reimbursement and non-elegible items, including \$50,000 for contingencies.

Temp. Reso. No. 8492 8/7/25 10/7/25

#### CITY OF MIRAMAR MIRAMAR, FLORIDA

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|---|----|----|-----|-----|---|-----|--|
|   |    |    |     |     |   |     |  |

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 25-022, ENTITLED "MIRAMAR COMPLETE STREETS PHASE III, FDOT-LAP PROJECT NO FM443945-1", TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, CONENGINEERS BUILDERS, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH CONENGINEERS BUILDERS, LLC, INC. IN AN AMOUNT NOT-TO-EXCEED \$2,230,069.60 AND ALLOCATING A CONSTRUCTION CONTINGENCY ALLOWANCE OF \$50,000.00 FOR A TOTAL PROJECT COST OF \$2,280,069.60; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to construct the Miramar Complete Streets Phase III

Project (the "Project"); and

WHEREAS, the proposed Improvements include the construction of sidewalks, the installation of pedestrian light poles and ADA compliant ramps throughout the Historic Miramar area; and

WHEREAS, the Florida Department of Transportation (FDOT) is providing funding assistance for the Project under Project FM 443945-1; and

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

| Reso. | No. |  |
|-------|-----|--|
|       |     |  |

Temp. Reso. No. 8492

8/7/25 10/7/25

WHEREAS, on April 24, 2025, the City's Procurement Department advertised

Invitation for Bids No. 25-022, entitled "Miramar Complete Streets Phase III" (the "IFB") in

a newspaper of general circulation, Broward Legal, DemandStar and social media; and

WHEREAS, on May 08, 2025, a pre-bid was conducted, and nine firms were in

attendance; and

WHEREAS, on June 3, 2025, the date of the scheduled bid opening, seven (7)

contractors submitted sealed bids to the City; and

WHEREAS, City staff evaluated the bids and the bidders' references and

determined that Conengineers Builders, LLC is the lowest responsive and responsible

bidder that satisfies the minimum qualifications of the IFB in the amount not-to-exceed

\$2,230,069.60; and

WHEREAS, the City Manager recommends that the City Commission approve the

award of the IFB to Conengineers Builders, LLC, and authorize the City Manager to

execute the proposed Agreement with Conengineers Builders, LLC for the provision of

construction services in an amount not-to-exceed \$2,230,069.60 and allocating a

construction contingency allowance of \$50,000.00 for a total project cost of \$2,280,069.44,

in the form attached hereto as Exhibit "A"; and

Reso. No. \_\_\_\_\_

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WHEREAS, the City Commission deems it to be in the best interest of the citizens

and residents of the City of Miramar to award the IFB to Conengineers Builders, LLC, and

to authorize the City Manager to execute the proposed Agreement with Conengineers

Builders, LLC, for the provision of construction services in an amount not-to-exceed

\$2,230,069.60 and allocating a construction contingency allowance of \$50,000.00 for a

total project cost of \$2,280,069.60, in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

**CITY OF MIRAMAR, FLORIDA AS FOLLOWS:** 

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as

being true and correct and are made a specific part of this Resolution.

**Section 2**: That it approves the award of the IFB to Conengineers Builders, LLC,

Section 3: That the City Manager is authorized to execute the proposed

Agreement with Conengineers Builders, LLC, in an amount not-to-exceed \$2,230,069.60

and allocating a construction contingency allowance of \$50,000.00 for a total project cost

of \$2,280,069.60, 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.

<u>Section 5</u>: That this Resolution shall take effect immediately upon adoption.

Reso. No.

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Temp. Reso. No. 8492 8/7/25 10/7/25

| PASSED AND ADOPTED this o  | lay of,   | _•           |
|--|---|--------------|
|  | Mayor, Wayne M. Messam  |              |
| ATTEST:  | Vice Mayor, Yvette Colbourne  |              |
| City Clerk, Denise A. Gibbs                                      |   |              |
| I HEREBY CERTIFY that I have approve this RESOLUTION as to form: | ed  |              |
| City Attorney Austin Pamies Norris Weeks Powell, PL              | _<br>LC   |              |
|  | Requested by Administration Commissioner Maxwell B. Chambers Commissioner Avril Cherasard Vice Mayor Yvette Colbourne Commissioner Carson Edwards Mayor Wayne M. Messam | <u>Voted</u> |



#### **AGREEMENT BETWEEN**

### THE CITY OF MIRAMAR, FLORIDA AND CONENGINEERS BUILDERS, LLC FOR

## MIRAMAR COMPLETE STREETS, PHASE III, FDOT-LAP-IFB NO. 25-022 IN MIRAMAR, FLORIDA

**THIS AGREEMENT** (the "Agreement") is made effective on the last date of execution herein between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and CONENGINEERS BUILDERS, LLC (the "Contractor"), a Florida Limited Liability Company authorized to conduct business in the State of Florida whose principal address is 1930 North Commerce Parkway, Suite 1, Weston, Florida 33326.

#### WITNESSETH:

| WHEREAS, on                              | , by Resolution No              | , the City       |
|--|---------------------------------|------------------|
| Commission approved the award of Invita  | ation to Bids No. 25-022 (the " | IFB"), entitled: |
| "Miramar Complete Streets, Phase III     | (443945.1)" (the "Work" or "    | Services"), to   |
| Contractor as the lowest, responsible, r | esponsive 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, Transportation Surtax Addendum, 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 any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **EXHIBIT "1"**, and specifically:

## ARTICLE 3 CONTRACTOR AND CITY'S RELATIONSHIP

- **3.1** 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.
- **3.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:
  - **A.** Has all licenses and certifications required by applicable Law to perform the Contractor's Services and the Work;
  - **B.** Is experienced in all aspects of the Work required for projects similar to the Project;
  - **C.** Will act in 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 (if any), 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.
- **3.3** 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 4 CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Calendar Days from the commencement date. The Work shall be Substantially Complete within 165 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 200 Calendar Days after the commencement date given

in the Notice to Proceed.

## ARTICLE 5 CONTRACTOR RESPONSIBILITIES

- Contractor agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.
- 52 Contractor shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.
- Contractor agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.
- 54 Contractor agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Contractor under this Agreement, will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar conditions.
- **5.5** Contractor is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Contractor, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule submitted by the Contractor and accepted by the City.

## ARTICLE 6 CITY'S RESPONSIBILITIES

- 6.1 In exchange for the Services to be performed by Contractor, outlined herein and in **EXHIBIT "1"** of this Agreement, the City agrees to compensate the Contractor pursuant to the Services in the amount of <u>Two Million Two Hundred and Thirty Thousand Sixty Nine Dollars and Sixty Cents (\$2,230,069.60).</u>
- **6.2** 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 30<sup>th</sup> 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.
- **6.3** 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 7 INDEMNIFICATION

- **7.1** 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 Contractor and other persons employed or utilized by the Contractor in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:
  - A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;
  - B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City 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.

- **7.2** 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.
- **7.3** 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.
- **7.4** 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.
- **7.5** 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 8 TERMINATION

- 8.1 TERM OF AGREEMENT This Agreement shall commence on the date that it is fully executed by all parties. Contractor shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule as agreed upon between the City and the Contractor. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Contractor has no control, if City approves such extensions in writing.
- TERMINATION For Convenience This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Contractor. In the event of termination by City, Contractor shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Contractor in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Contractor's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Contractor shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.
- **8.3** TERMINATION <u>For Cause</u> This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Contractor abandons this Agreement or causes it

to be terminated by City, Contractor shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

# ARTICLE 9 DEFAULT

- **9.1** An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
  - a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule agreed upon between the City and the Contractor.
  - 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 Subcontractors 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.
- **9.2** 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 8.3. 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 8 above, and its right for damages under Article 9.3.
- **9.3** In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:
  - a. Lost funding, and
  - b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

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

## ARTICLE 10 LIQUIDATED DAMAGES

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

#### **Original Contract Amount**

#### Daily Charge Per Calendar Day

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

- 10.3 Determination of Number of Days of Default: For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days.
- 10.4 Conditions under which Liquidated Damages are Imposed: If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted then the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided in 10.2.
- 10.5 Right of Collection: The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

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

## ARTICLE 11 DELIVERY OF MATERIALS

- 11.1 Upon receipt of notice of termination under Articles 8 or 9 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.
- 11.2 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 5 above.

# ARTICLE 12 CONTRACT DOCUMENTS

- **12.1** 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.
- **12.2** 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 13 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 14 APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

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

## ARTICLE 15 AUDIT AND INSPECTION RIGHTS

- **15.1** 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.
- 15.2 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.
- **15.3** 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.
- **15.4** In accordance with Section 20.055(5) F.S., It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

#### ARTICLE 16 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 17 PUBLIC RECORDS

- **17.1** The Contractor shall comply with The Florida Public Records Act as follows:
  - 17.1.1 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.
  - 17.1.2 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.
  - 17.1.3 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.
  - 17.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  - 17.1.5 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.

- 17.1.6 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, <a href="mailto:dagibbs@miramarfl.gov">dagibbs@miramarfl.gov</a> OR BY MAIL: City Of Miramar City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.
- **17.1.7** 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 18 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- **18.1** 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.
- **18.2** 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.
- **18.3** 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 19 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 20 INSURANCE

- **20.1** 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.
- 20.2 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.
- **20.3** 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 21 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 22 REAFFIRMATION OF REPRESENTATIONS

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

#### ARTICLE 23 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 24 COSTS AND ATTORNEY FEES

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

# ARTICLE 25 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 26 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 27 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 28 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:

ATTN: Jaime Ocampo General Manager / President Conengineers Builders, LLC 1930 N Commerce Pkwy, Suite 1

Weston, FL 33326

Telephone: 754-216-4163

Fax: n/a

Email: info@conengineers.com

#### TO CITY OF MIRAMAR:

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 7<sup>th</sup> Avenue
Ft. Lauderdale, FL 33311

Tel: 954-768-9770 Fax: 954-768-9790

Email: miramarcityattorney@apnwplaw.com

## ARTICLE 29 CITY'S OWN FORCES

- **29.1** 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.
- 29.2 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 30 LIMITATION OF LIABILITY

- **30.1** 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.
- **30.2** 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.
- **30.3** 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 31 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 32 WARRANTY AND GUARANTEE

- **32.1** Contractor warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Contractor's profession. Contractor shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Contractor pursuant to this Agreement for four years after the date of acceptance of the Services by City. Contractor shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Contractor pursuant to this Agreement at no cost to the City.
- **32.2** Contractor's compensation under this Agreement is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- **32.3** Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

# ARTICLE 33 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 34 SEVERABILITY

- **34.1** 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.
- **34.2** City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

## ARTICLE 35 SCRUTINIZED COMPANIES

- **35.1** 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.
- **35.2** 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.
- **35.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- **35.4** 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 36 CONFLICT-OF-INTEREST

- **36.1** 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 SubContractors utilized by Contractor in completion of the Work tasks under this Agreement.
- **36.2** 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 37 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 38 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 39 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 40 DISPUTE RESOLUTION

- **40.1** Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes, Exhaustion of administrative remedies is an absolution; provided, however, that the parties may employ the alternative dispute resolution procedures in Chapter 120.
- **40.2** Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

# ARTICLE 41 INSPECTOR GENERAL

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

## ARTICLE 42 CONTRACTOR/SUBCONTRACTOR INTEREST

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

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

### ARTICLE 43 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.

CONTRACTOR:

| D.  | Daime Ocampo       |
|---|--------------------|
| By: City Manager, Dr. Roy L. Virgin   | By:                |
| Thisday of, 2025.   | Print              |
|   | Title<br>10/6/2025 |
| ATTEST:   | Date               |
| 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.  |                    |

#### SECTION 300 - BID FORMS BID COVER SHEET -FDOT-LAP- IFB No. 25-022 (443945.1)

| BIDDER'S NAME (Name of Firm, Entity or Organization): Conengineers Builders LLC                      |              |   |       |
|--|--------------|---|-------|
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: 81-1193566   |              |   |       |
| NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON:  |              |   |       |
| Name: Jaime Ocampo   | Title:       | General Manager - President                   |       |
| EMAIL ADDRESS: Info@conengineers.com   |              |   |       |
| MAILING ADDRESS: Conengineers Builders LLC   |              |   |       |
| Street Address: 1930 N Commerce Pkwy, Suite 1  |              |   |       |
| City, State, Zip: Weston, FL 33326   | <u>.</u>     |   |       |
| TELEPHONE:   |              |   | FAX:  |
|  |              |   | , ,   |
| 754 214 4142   |              |   |       |
| (_754) 216-4163  |              |   |       |
| BIDDER'S ORGANIZATION STRUCTURE:   |              |   |       |
| CorporationPartnershipProprietorsh   | ip           | Other {Explain}:                              |       |
| IF CORPORATION:  |              |   |       |
| Date Incorporated/Organized: January 5, 2016   |              |   |       |
| State of Incorporation/Organization: Florida   |              |   |       |
| States registered in as foreign Corporation:   |              |   |       |
| BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SO                                     | DLICITATIO   | N REQUESTS:                                   |       |
| We, Conengineers Builders LLC primarily operates infrastructure, parks, commercial building projects |              |   | DODAC |
| LIST NAMES OFBIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANT  | S FOR THIS   | 5 PROJECT:                                    |       |
| See <b>Attached</b> : Lis  | t of Su      | ubcontractors                                 |       |
|  | 300-9        |   |       |
| BIDDER'S AUTHOR OF D. SIGNATURE: the undersigned hereby certifies the                                | es shin Di-A | is submitted in respanse to the Call-limitant |       |
| Want!  |              | June 3, 2025                                  |       |
| Signed by:  Print name: Jaime Ocampo   |              | General Manager                               |       |
| rinc dame.   | inte         |   |       |

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

### CITY OF MIRAMAR MIRAMAR COMPLETE STREETS PHASE III

#### FDOT-LAP (443945-1)

#### IFB N°. 25-022

#### CORRECTED BID SUMMARY FORM

| PAY ITEM<br>N° | BID  | QTY.  | UNIT | UNIT COST        |    | TOTAL      |
|----------------|--|-------|------|------------------|----|------------|
| 0101 1         | MOBILIZATION (Mobe, Field-Engineering, Layout, As Builts, Project Administration, Safety, Waste Management, Payment & Performance Bonds, Insurances) | 1     | LS   | \$<br>304,520.05 | \$ | 304,520.05 |
| 0102 1         | MAINTENANCE OF TRAFFIC   | 1     | LS   | \$<br>49,770.65  | \$ | 49,770.65  |
| 104 18         | INLET PROTECTION SYSTEM  | 49    | EA   | \$<br>185.19     | \$ | 9,074.31   |
| 0107 1         | LITTER REMOVAL   | 32.24 | AC   | \$<br>3,038.32   | \$ | 97,955.44  |
| 0107 2         | MOWING   | 26.64 | AC   | \$<br>1,070.65   | \$ | 28,522.12  |
| 0110 1 1       | CLEARING AND GRUBBING  | 1.09  | AC   | \$<br>75,234.71  | \$ | 82,005.83  |
| 0110 4 10      | REMOVAL OF EXISTING CONCRETE   | 1446  | SY   | \$<br>34.38      | \$ | 49,713.48  |
| 0110 7 1       | MAILBOX, F&I SINGLE  | 89    | EA   | \$<br>462.98     | \$ | 41,205.22  |
| 110 21         | TREE PROTECTION BARRIER  | 2102  | LF   | \$<br>8.83       | \$ | 18,560.66  |
| 110 22         | TREE ROOT AND BRANCH PRUNING   | 3     | EA   | \$<br>269.69     | \$ | 809.07     |
| 0120 1         | REGULAR EXCAVATION   | 998   | CY   | \$<br>34.72      | \$ | 34,650.56  |
| 0120 6         | EMBANKMENT   | 101   | CY   | \$<br>77.55      | \$ | 7,832.5    |
| 0160 4         | TYPE B STABILIZATION   | 975   | SY   | \$<br>26.04      | \$ | 25,389.0   |
| 0285 709       | OPTIONAL BASE, BASE GROUP 09   | 25    | SY   | \$<br>9.17       | \$ | 229.2      |
| 0286 1         | TURNOUT CONSTRUCTION / DRIVEWAY BASE - OPTIONAL MATERIALS  | 382   | SY   | \$<br>26.04      | \$ | 9,947.2    |
| 0327 70 1      | MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH  | 646   | SY   | \$<br>7.52       | \$ | 4,857.9    |
| 0334 1 13      | SUPERPAVE ASPHALTIC CONC, TRAFFIC C  | 100   | TN   | \$<br>231.49     | \$ | 23,149.0   |
| 0425 1543      | INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'  | 1     | EA   | \$<br>9,259.66   | \$ | 9,259.6    |
| 0425 6         | VALVE BOXES, ADJUST (SANITARY CLEAN-OUT)   | 55    | EA   | \$<br>810.22     | \$ | 44,562.1   |
| 0425 6         | VALVE BOXES, ADJUST (WATER VALVE)  | 4     | EA   | \$<br>810.22     | \$ | 3,240.8    |
| 0425 6 1       | VALVE BOXES, ADJUST (WATER METER)  | 10    | EA   | \$<br>810.22     | \$ | 8,102.2    |
| 443 70 3       | FRENCH DRAIN, 18"  | 125   | LF   | \$<br>405.11     | \$ | 50,638.7   |
| 0520 1 10      | CONCRETE CURB & GUTTER, TYPE F   | 816   | LF   | \$<br>32.41      | \$ | 26,446.5   |
| 521 24         | CONCRETE CURB & GUTTER, TYPE D (THICKENED)   | 52    | LF   | \$<br>23.15      | \$ | 1,203.8    |
| 0522 1         | CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK  | 3380  | SY   | \$<br>59.38      | \$ | 200,704.4  |
| 0522 2         | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK  | 2432  | SY   | \$<br>59.38      | \$ | 144,412.1  |
| 0522 2         | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (ROOT TREATMANT AREAS)   | 102   | SY   | \$<br>65.16      | \$ | 6,646.3    |
| 0526 1101      | PAVERS, ARCHITECTURAL, REMOVE EXISTING AND REINSTALL   | 121   | SY   | \$<br>145.84     | s  | 17,646.6   |

#### CITY OF MIRAMAR **MIRAMAR COMPLETE STREETS PHASE III**

#### FDOT-LAP (443945-1)

#### IFB N°. 25-022

#### **CORRECTED BID SUMMARY FORM**

| PAY ITEM<br>No | BID   | QTY.  | UNIT | UNIT COST    | TOTAL      |       |
|----------------|---|-------|------|--------------|------------|-------|
| 0527 2         | DETECTABLE WARNINGS   | 388   | SF   | \$ 40.5      | \$ 15,7    | 17.88 |
| 0570 1 2       | PERFORMANCE TURF, SOD   | 6624  | SY   | \$ 27.78     | \$ 184,0   | 14.72 |
| 700 1 11       | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF   | 14    | AS   | \$ 1,388.98  | \$ 19,44   | 45.30 |
| 0700 1 12      | SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF  | 1     | AS   | \$ 2,546.4   | \$ 2,54    | 46.41 |
| 0700 3501      | SINGLE PANEL, RELOCATE, UP TO 12 SF   | 9     | AS   | \$ 2,662.15  | \$ 23,9    | 59.35 |
| 0700 160       | SINGLE POST SIGN, REMOVE  | 14    | AS   | \$ 347.24    | \$ 4,86    | 61.36 |
| 0706 1 3       | RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS  | 4     | EA   | \$ 15.08     | 5 \$ 6     | 60.20 |
| 0710.90        | PAINTED PAVEMENT MARKINGS, FINAL SURFACE  | 1     | LS   | \$ 4,051.10  | \$ 4,05    | 51.10 |
| 711 11123      | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT                       | 34.5  | LF   | \$ 3.2       | 1 \$ 1     | 10.75 |
| 711 11125      | TERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK                         | 12.5  | LF   | \$ 11.00     | \$ 13      | 37.50 |
| 0711 11170     | THERMOPLASTIC, STANDARD, WHITE, ARROW   | 1     | EA   | \$ 121.5     | 3 \$ 12    | 21.53 |
| 0630 212       | CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE  | 12040 | LF   | \$ 18.09     | \$ 217,80  | 03.60 |
| 0635 211       | PULL & SPLICE BOX, F&I, 13 X 24 COVER SIZE  | 95    | EA   | \$ 634.0     | \$ 60,2    | 34.75 |
| 0639 1 122     | ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR                     | 3     | EA   | \$ 1,011.03  | 3 \$ 3,00  | 33.09 |
| 0715 112       | LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6  | 53997 | LF   | \$ 2.1       | 2 \$ 114,4 | 73.64 |
| 0715 1 13      | LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 TO NO. 2   | 2115  | LF   | \$ 4.3       | 1 \$ 9,1   | 15.65 |
| 0715 160       | LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS  | 600   | LF   | \$ 12.7      | 3 \$ 7,6   | 38.00 |
| 0715 7 11      | LOAD CENTER, F&I, SECONDARY VOLTAGE   | 3     | EA   | \$ 1,472.2   | 9 \$ 4,4   | 16.87 |
| 0715 7 11      | LOAD CENTER, F&I, SECONDARY VOLTAGE (EXISTING RACK AND METER TO REMAIN)                       | 5     | EA   | \$ 1,472.2   | 9 \$ 7,3   | 61.45 |
| 0715500 1      | POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL                             | 74    | EA   | \$ 243.9     | \$ 18,0    | 54.52 |
| 715516315      | LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I ,POLE TOP MOUNT, CONCRETE, 15'                       | 74    | EA   | \$ 2,862.9   | 2 \$ 211,8 | 56.08 |
|                | Additional Sitework Allowance, As needed (all unused allowances will be returned to the City) | 1     | LS   | \$ 20,000.00 | \$ 20,0    | 00.00 |

TOTAL BID 2,230,069.60

CONTRACTOR COMPANY NAME: CONENGINEERS BUILDERS LLC

CONTRACTOR ACKNOWLEDGEMENT:

Thursday, September 25, 2025 DATE:

BID TO:

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

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, Bid No. FDOT-LAP-IFB-No. 25-022 (443945-1) to perform the Work as specified or indicated in the Solicitation entitled: "CITY OF MIRAMAR "MIRAMAR COMPLETE STREETS, PHASE III."
- 2. Bidder accepts all of the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is Brenda Martin, who can be reached at: bamartin@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 into a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.
- 4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

| Number | 1 | Date | May 22, 2025 |  |  |  |
|--------|---|------|--------------|--|--|--|
|        |   |      |              |  |  |  |
|        |   |      |              |  |  |  |
|        |   |      |              |  |  |  |

- 5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.
- 6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

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

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

| DATED: June 3, 2025                          | BIDDER: Conergineers Builders LLC  BY: Signature)  TITLE: Jame Ocampo - General Manager  |  |
|--|--|--|
| STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD ) |  |  |
|  | before me this day of, 2025 is personally known to me or has product as identification.  All the state of the s |  |

**END OF DOCUMENT** 

#### ADDENDA ACKNOWLEDGEMENT FORM

| Date Received |
|---------------|
| May 22, 2025  |
|               |
|               |
|               |
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|               |
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|               |
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**END OF DOCUMENT** 

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

### CITY OF MIRAMAR MIRAMAR COMPLETE STREETS PHASE III

FDOT-LAP (443945-1)

IFB N°. 25-022

|                | BID FORM SUMMARY   |       |     |    |            |    |            |  |
|----------------|--|-------|-----|----|------------|----|------------|--|
| Pay Item<br>No | O. Ci  | Qty.  | UNI | 2  | Mit Cost   |    | Total      |  |
| 0101 1         | MOBILIZATION (Mobe, Common Layout, As an Administration, Sefety, Trans Management, Payment (Payonance Bonds, Insurances) | 1     | 0   |    | 304,520.05 | s  | 304,520.05 |  |
| 0102 1         | MAINTENANCE S. IRE FIC   |       | LS  | s  | 49,770.65  | s  | 49,770.65  |  |
| 104 18         | INLET PROTECTION SYSTEM  | 0     | EA  | \$ | 185.19     | \$ | 9,074.48   |  |
| 0107 1         | LITTER REMOVAL   | 32.24 | AC  | \$ | 3,038.32   | s  | 97,955.59  |  |
| 0107 2         | MOWING   | 26.64 | AC  | s  | 1,070.65   | s  | 28,522.08  |  |
| 0110 1 1       | CLEARING AND GRUBBING  | 1.09  | AC  | s  | 75,234.71  | s  | 82,005.83  |  |
| 0110 4 10      | REMOVAL OF EXISTING CONCRETE   | 1446  | SY  | \$ | 34 38      | \$ | 49,708.38  |  |
| 0110 7 1       | MAILBOX, F&I SINGLE  | 89    | EA  | \$ | 462.98     | \$ | 41,205.47  |  |
| 110 21         | TREE PROTECTION BARRIER  | 2102  | LF  | \$ | 8.83       | \$ | 18,563.60  |  |
| 110 22         | TREE ROOT AND BRANCH PRUNING   | 3     | EA  | s  | 269.69     | s  | 809.08     |  |
| 0120 1         | REGULAR EXCAVATION   | 998   | CY  | \$ | 34.72      | s  | 34,654.26  |  |
| 0120 6         | EMBANKMENT   | 101   | CY  | s  | 77.55      | \$ | 7.832.51   |  |
| 0160 4         | TYPE B STABILIZATION   | 975   | SY  | s  | 26.04      | \$ | 25,391.71  |  |
| 0285 709       | OPTIONAL BASE, BASE GROUP 09   | 25    | SY  | \$ | 9.17       | \$ | 229 18     |  |
| 0288 1         | TURNOUT CONSTRUCTION / DRIVEWAY BASE - OPTIONAL MATERIALS  | 382   | SY  | \$ | 26.04      | s  | 9,948 34   |  |
| 0327 70 1      | MILLING EXISTING ASPHALT PAVEMENT, 1° AVG DEPTH  | 646   | SY  | s  | 7.52       | \$ | 4,860.16   |  |
| 0334 1 13      | SUPERPAVE ASPHALTIC CONC, TRAFFIC C  | 100   | TN  | s  | 231.49     | \$ | 23,149.14  |  |
| 0425 1543      | INLETS, DITCH BOTTOM, TYPE D, J BOT, <10   | 1     | EA  | s  | 9,259.68   | \$ | 9,259.86   |  |
| 0425 6         | VALVE BOXES, ADJUST (SANITARY CLEAN-OUT)   | 55    | EA  | s  | 810.22     | s  | 44,562.10  |  |
| 0425 6         | VALVE BOXES, ADJUST (WATER VALVE)  | 4     | EA  | \$ | 810.22     | 3  | 3,240.88   |  |
| 0425 6 1       | VALVE BOXES, ADJUST (WATER METER)  | 10    | EA  | s  | 810.22     | s  | 8,102.20   |  |

| 443 70 3   | FRENCH DRAIN, 18°  | 125   | LF | \$ | 405,11   | \$ | 50,638.75  |
|------------|--|-------|----|----|----------|----|------------|
| 0520 1 10  | CONCRETE CURB & GUTTER, TYPE F   | 10    | LF | \$ | 32.41    | \$ | 26,445,58  |
| 521 24     | CONCRETE CURB & GUTTER, TYPE D (THICKENED)                               | 2     | LF | ×  | 23.15    | \$ | 1,203.76   |
| 0522 1     | CONCRETE SIDEWALK AND DRIVE YAYS, 4" THICK                               | 3380  | s  |    | 59.38    | \$ | 200,696,11 |
| 0522 2     | CONCRETE SIDEWALL AND RIVEWAYS, 6" TUCK                                  | 2432  |    | 5  | 59.38    | \$ | 144,406.20 |
| 0522 2     | CONCRETE SIDEWAY & AND DRIVEWAY 6" THICK (ROOT TREATMANT AREAS)          | 12    | SY | \$ | 65.16    | \$ | 6.646.81   |
| 0526 1101  | PAVERS, ARCHITECTURAL, F. MOVE EXISTING AND REIL STALL                   | 121   | SY | \$ | 145.84   | \$ | 17,646.59  |
| 0527 2     | DETECTABLE WARNINGS  | 388   | SF | s  | 40.51    | s  | 15,718.27  |
| 0570 1 2   | PERFORMANCE TURF, SOD  | 6624  | SY | s  | 27,78    | \$ | 184,007.90 |
| 700 1 11   | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF                          | 14    | AS | s  | 1,388.95 | \$ | 19,445.28  |
| 0700 1 12  | SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF 1 AS                        | 1     | AS | \$ | 2,546.41 | \$ | 2,548,41   |
| 0700 3501  | SINGLE PANEL, RELOCATE, UP TO 12 SF                                      | 9     | AS | 5  | 2,662.15 | s  | 23,959 36  |
| 0700 1 60  | SINGLE POST SIGN, REMOVE   | 14    | AS | \$ | 347.24   | s  | 4,881.32   |
| 0706 1 3   | RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS                                 | 4     | EA | s  | 15.05    | \$ | 60.19      |
| 0710 90    | PAINTED PAVEMENT MARKINGS, FINAL SURFACE                                 | 1     | LS | \$ | 4,051,10 | \$ | 4,051,10   |
| 0711 11123 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT  | 34 5  | LF | \$ | 3.21     | \$ | 110.61     |
| 0711 11125 | TERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK    | 12.5  | LF | s  | 11.00    | \$ | 137.45     |
| 0711 11170 | THERMOPLASTIC, STANDARD, WHITE, ARROW                                    | 1     | EA | s  | 121.53   | \$ | 121.53     |
| 0830 212   | CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE                             | 12040 | LF | \$ | 18.09    | s  | 217,816.29 |
| 0635 2 11  | PULL & SPLICE BOX, F&I, 13 X 24 COVER SIZE                               | 95    | EA | s  | 634.05   | s  | 60,235.22  |
| 0639 1 122 | ELECTRICAL POWER SERVICE, F&, UNDERGROUND, METER PURCHASED BY CONTRACTOR | 3     | EA | s  | 1,011.03 | s  | 3,033.00   |
| 0715 1 12  | LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-8                             | 53997 | LF | \$ | 2.12     | \$ | 114,373.55 |
| 0715 1 13  | LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 TO NO. 2                      | 2115  | LF | \$ | 4.31     | \$ | 9,106.64   |
| 0715 1 60  | LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS                   | 600   | LF | \$ | 12.73    | s  | 7,639.2    |

|           | 3 01 6   |    | TOTA | L BID |           | \$<br>2,229,961.44 |
|-----------|--|----|------|-------|-----------|--------------------|
|           | Additional Sitework anowince, As needed the hused allowances will be attained to the City) | V  | (    | \$    | 20,000.00 | \$<br>20,000.00    |
| 715516315 | LIGHT POLE COMPLETE-<br>MOUNT, CONCRETE, 15'   | 74 | E    | 3     | 2,882.92  | \$<br>211,856,08   |
| 0715500 1 | POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL                          | 25 | EA   | X     | 243.98    | \$<br>18,054.55    |
| 0715 7 11 | LOAD CENTER, F&I, SECONDARY VOLTAGE (EXISTING RACK AND METER TO REMAIN)                    | 2  | EA   | 3     | 1,472.29  | \$<br>7,361,43     |
| 0715 7 11 | LOAD CENTER, F&I, SECONDARY VOLTAGE  | 3  | EA   | \$    | 1,472.29  | \$<br>4,416.86     |

#### **BID FORM SUMMARY**

| TOTAL BID AMOUN | r:\$2.229.961.44          |  |
|-----------------|---------------------------|--|
|                 | (Write Amount in Figures) |  |

TOTAL BID AMOUNT: two million two hundred twenty-nine thousand nine hundred sixty-one and 44/100 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.

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

Forms 300-8

completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

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

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

Project/Development Name: MIRAMAR COMPLETE STREETS PHASE III FDOT-LAP (443945-1), IFB NO. 25-022

Contractor Company Name: Conengineers Builders LLC

Contractor Acknowledgement Jaime Ocampo - General Manager

Print Name/Title

Signatur

Date: June 3, 2025

**END OF DOCUMENT** 

# 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.

| Work to be Performed | Subcontract<br>or License<br><u>Number</u> | Percent of<br>Total Contract | Subcontractor's<br>Name<br>and Address   |
|----------------------|--|------------------------------|--|
| 1.                   |  |                              | WDR Technology   |
| Electrical           | EC13007815                                 | 27%                          | Walter Finaldi<br>12906 SW 133rd Ct<br>Miami FL 33186                              |
| 2.<br>Paving         | E991001                                    | 3%                           | JP Parking Lot Maintence Inc<br>James Pierre<br>6907 N Miami Ave<br>Miami FL 33150 |
| 3.                   |  |                              | Zavala Concrete LLC  |
| Concrete             | Subcontract                                | 8%                           | Cirilio Zavala<br>6853 SW 13TH STREET<br>PEMBROKE PINES, FL 33023                  |
| 4.                   |  |                              | White Rose Landscaping   |
| Landscaping          | Subcontract                                | 13%                          | Miguel Orellana<br>13120 SW 7th Ct   |
|                      |  |                              | Davie, FL 33325  |
| 5.                   |  |                              |  |
|                      |  |                              |  |
| 6.                   |  |                              |  |
|                      |  |                              |  |

Note: Attach additional sheets if required.

#### 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 | <u>Supplier</u> |
|-------------------------|-----------------|
|                         | A               |
| ٨,-                     | В               |
| 107                     | APPÎ/CABLE      |
|                         | B. CARI         |
|                         | A               |
|                         |                 |
|                         | B               |

**END OF DOCUMENT** 

#### "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      | List to                    | be providede IF NE    | EDED  |
| ۷<br>ا |                            | after contracted      |   |
| *·-    |                            |                       |   |

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





#### Notification and Acknowledgement of Waste Management Service

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

Project/Development Name: CITY OF MIRAMAR- "MIRAMAR COMPLETE STREETS,

PHASE III PROJECT - FDOT-LAP-IFB No. 25-022 (443945.1)

Contractor Company Name: Conengineers Builders LLC

Contractor Acknowledgement Jaime Ocampo - General Manager

Print Name/Title

Signature

Date: <u>June 3, 2025</u>

**END OF DOCUMENT** 

#### **BIDDER'S GENERAL INFORMATION:**

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

| (1) | CONTRACTOR'S name and address: Conengineers Builders LLC                         |   |
|-----|--|---|
|     | 1930 N Commerce Pkwy, Sfe 1<br>Weston, EL 33326                                  |   |
| (2) | CONTRACTOR'S telephone number: 754   | 4.216.4163  |
| (3) | CONTRACTOR'S license: Primary class  | sification: Certified General Contractor              |
|     | State License No. and Expiration Date:   | CGC 1509840   |
|     | Supplemental classification held, if any:  | Conengineers Builders LLC                             |
|     | Name of Licensee, if different from (1) at                                       |   |
| (4) | Name of person who inspected site of pr  | oposed Work for your firm:                            |
|     | Name: Jaime Ocampo   | Date of Inspection: None                              |
| (5) | Name, address, and telephone number of provide the required Bonds on this Contra |   |
|     | Shorewest Surety - Da e udnik<br>2626 49th Dr. Franks ille, WI 53126             | Email. da e@shorewestsurety.com<br>Ph. (612) 310-8435 |

- (6) ATTACH TO THIS BID the resume of the person who will be designated chief construction superintendent or on-site construction manager.
- (7) <u>ATTACH TO THIS BID</u> 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):

|                            | Contract           | Name, address, email and                     |
|----------------------------|--------------------|--|
| Project Name               | Price and End Date | city of Dania Beach Sean Schutten            |
| City all Campus            | 97 188 98          |  |
| 1. Impro ements            | March 7, 2025      | sschutten@daniabeachfl.go - 954.947.1744     |
| Shenandoah Parkway         | 63,101.51          | Town of Davle bidemi jayi                    |
| 2. Crosswalk               | December 3, 2023   | aajayi@da ie-fl.go - <b>954.797.1096</b>     |
| NE 126th Street Parking    | 182,035.06         | City of North Miami Carlos Garcia            |
| 3. Lot Construction        | March 8, 2023      | cgarcia@northmiamifl.go - 305.893.6511       |
| Bill Baggs Cape State Park | 24,262.50          | FL-Dep. Environmental Protection Jim McGuire |
| 4. D Sidewalk eno ation    | July 20, 2021      | iim.mcquire@floridaDEP.go - 772.380.6938     |

END OF DOCUMENT

#### **ANTI-KICKBACK AFFIDAVIT**

| STATE OF Florida ) ss:   |  |
|--|--|
| COUNTY OF Broward. ) ss:   |  |
| herein will be paid to any employees                                     | sworn, depose and say that no portion of the Bid amount is of the City of Miramar or its elected officials, as a rectly or indirectly by me or any member of my firm or by |
| DATED: June 3, 2025  | BY: (Signature)  |
|  | NAME: Jaime Ocampo (Print)   |
|  | TITLE: General Manager   |
| STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD )                             |  |
|  | before me this <u>03</u> day of <u>Jun e</u> 20 <sup>25</sup> by is personally known to me or has produced as identification.  |
| Netary Public State of Florida at Large  My commission expires: 10-16-20 | My Comm. Expires Oct. 16, 2027 HH 454590   |
|  | OF FLORES  |

END OF DOCUMENT

Form 300-14

#### **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 sponitted to Fity of Miramar   |
|----|--|
|    | by Jaime Ocampo Duni.  |
|    | for Conengineers Builders LLC  |
|    | whose business address is 1930 N Commerce Pkwy, Ste 1  |
|    | Weston, FL 33326   |
|    | and (if applicable) its Federal Employer Identification Number (FEIN) is 81-1193566                            |
|    | (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
  - 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,

Form 300-15

members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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: June 3, 2025  | BY:        | (Signature)   |
|--|------------|---|
|  | NAME:      | Jaime Ocampo (Print)  |
|  | TITLE:     | Conengineers Builders LLC   |
| STATE OF FLORIDA ) ss:<br>COUNTY OF BROWARD )                            |            |   |
| I  | o is perso | ne this <u>03</u> day of <u>Jun e</u> , 20 <u>25</u> by enally known to me or has produced as identification. |
| Notary Public State of Florida at Large  My commission expires: 10-16-20 | 77         | My Comm. Expires Oct. 16, 2027 HH 454590  ATE OF FLORIDA  |

**END OF DOCUMENT** 

#### TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name:

<u>CITY OF MIRAMAR- "MIRAMAR COMPLETE STREETS, PHASE III</u>

Project Number: FDOT-LAP-IFB No. 25-022 (443945.1)

Project Location: <u>Citywide</u>, see attached map.

#### Instructions:

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

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

#### CERTIFICATION

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



| 3. The amount Form.                | listed above has been inclu  | uded within the Base Bid as listed   | on this Proposal |
|------------------------------------|--|--|------------------|
| Certified: By:                     | Conengingers Builders LLC<br>(Company Contract<br>Cumpany Contract<br>(President/ Principal<br>(President/ Principal | tor)<br>al's Signature)  |                  |
| STATE OF FLORID                    | ) ss:  |  |                  |
| Notab Public State of Florida at L | mp, who is per   | as identification.  as identification.  PUBLICATION  PUBL |                  |

**END OF DOCUMENT** 

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

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

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

| As the person authorized to sign the stateme above repairements | ent, I certify that this firm complies fully with the              |
|---|--|
| M - 1.  | June 3, 2025   |
| Bidder's Signature  | Date   |
| STATE OF FLORIDA )  |  |
| ) ss:   |  |
| COUNTY OF BROWRAD )   |  |
| by Jaime Olampo who is person as identification.                | ore me this 03 day of June 2025 ally known to me (or) has produced |
| 55  | W. Comm. Explose.  |
| Notary Public   | O M Oct. 1454590   |
| State of Florida at Large                                       | PUBLIC OF RETURNS  |
| My Commission Expires: 10-16-202                                | 7  |

**END OF DOCUMENT** 

(Retr. January 2003)

#### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not

|   | Paracius Service  |  | Solid to the IRS.                     |
|---|---|--|---------------------------------------|
| ge 2.                                   | Conengineers Builders LLC   |  |                                       |
| Print or type<br>c Instructions on page | Business name II different from above   |  |                                       |
|   | Check appropriate hor: Sole perprision Corporation Postnership Cities   | ·  | Fremet from hackup<br>withhniding     |
|   | Address trumber steel and apt. or state may<br>1930 N Commerce Parkway, Suite 1   | Requesters name and a<br>City of Miramar | a titess extional)                    |
| Specific                                | City state, and zip code<br>Weston, FL 33326  | 2300 Civic Center P                      | lace                                  |
| Š                                       | List account numbers, hare explicinal,  |  |                                       |
| Par                                     | Taxpayer Identification Number (TIN)  |  |                                       |
| How<br>page<br>see I                    | r your LIN in the appropriate box. For individuals, this is your social security number (SSN), ever, for a resident alien, sale proprietor, or disregarded entity, see the Part Linstruct 3. For other entities, it is your employer identification number (LIN). If you do not have a rillow to get a TIN on page 3. | umber:                                   | Of Healthcation augustes              |
| to er                                   |   | aumber 8 1 1                             | 1 9 3 5 6 6                           |
| Pai                                     | t II Certification  |  | · · · · · · · · · · · · · · · · · · · |

Under penalties of perjury, Ecertify that

- 1. The number shown on this form is my correct taxpayer identification number for 4 am waiting for a number to be issued to me, and
- Faminot subject to backup withholding because: (a) Famine empt from backup withholding, or (b) Fhave not been notified by the Internal Revenue Service IRS) that Lam subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that ham no longer subject to backup withholding, and
- Lam a U.S. person including a U.S. resident alieni.

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 tailed to report all interest and divisions 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 inclinidual retirement arrangement (IRA), and generally, payments other thus wasterest and dividends, you are not required to sign the Certification, but you must arrangement (RA), and generally, payments other thus exoside your correct TIN (See the estrictions on page

Signature of Here U.S. preson ▶

June 3, 2025

#### Purpose of Form

A person who is required Alile on 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
- 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 freaty 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 ancome even after the recipient has otherwise become a U.S. resident alien for tax purposes:

- If you are a U.S. resident after 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:
- 1. The treaty country. Generally, this must be the same treaty inder which you claimed exemption from tax as a nonresident alien
  - The treaty article addressing the income.

### AGREEMENT CERTIFICATE (If Partnership)

| STATE OF FLORIDA )   |
|--|
| ) ss;<br>COUNTY OF BROWARD )   |
| I HEREBY CERTIFY THAT a meeting of the Partners of the Conengineers Builders LLC nereinafter "the Partnership", a partnership existing under the laws of the State of Florida need on  |
| "BE IT RESOLVED THAT <u>Jaime Ocampo - General Manager</u> (name), a (title) of the Partnership, be and is hereby authorized to execute an Agreement by and between the Partnership and the City of Miramar, Florida and that his/her execution thereof, attested to by the official act and deed of the Partnership". |
| I further certify that said resolution is now in full force and effect.  |
| IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of June 2016.   |
| SEAL)  |

**END OF DOCUMENT** 

Forms 300-24

#### CITY OF MIRAMAR

## RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR PROJECT SITE VISIT(S)

(If Applicable)

In consideration of being permitted to enter, visit or tour the site of work indicated in this IFB, ("Project Premises"), for inspection in relation to IFB xx-xxx.

SOLICITATION DOCUMENTS: The Contract Documents are entitled "City of Miramar Milling and resurfacing, sidewalk ADA upgrades and drainage apron installation, Miramar Complete Streets, Phase III project, by signing below the UNDERSIGNED HEREBY:

- 1. ACKNOWLEDGES THAT THE VISIT TO OR TOUR OF THE PROJECT PREMISES IS POTENTIALLY HAZARDOUS and involves certain risks, including the risks of serious bodily injury, death, and properly damage.
- 2. ASSUMES FULL AND SOLE RESPONSIBILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the visit to or tour of the Project Premises, whether caused by the negligence of the Releasees or otherwise.
- 3. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City of Miramar ("City"), its officers, officials, agents, and employees ("Releasees"), from and for any and all claims, losses, or damages, and any claims or demands therefore (including, without limitation, legal fees and disbursements) on account of bodily injury, death, or property damage (including the loss therefrom) arising out of, from, or in any manner related or connected to the visit to or tour of the Project Premises or the entry by the UNDERSIGNED upon the Project Premises, whether caused by the negligence of the Releasees or otherwise.
- 4. AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or use of the Project Premises. Notwithstanding any provision or agreement to the contrary, UNDERSIGNED shall defend, indemnify and hold harmless the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or occupancy of the Project Premises.
- 5. AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEES, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This Release sets forth all agreements and understandings of UNDERSIGNED with respect to the subject matter hereof.

Forms 300-76

6. AGREES TO ABIDE by the City's safety policies and procedures, criteria and requirements at the Project Premises, and all safety instructions and directions provided by the City at the Project Premises.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY, KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. This document is binding upon me and my family, heirs, children, assigns, personal representatives and anyong with the authority to act on my behalf.

| Ву:       | ella      | H. |           |
|-----------|-----------|----|-----------|
| Releasors | signature |    | -0. E 20. |

| Print Name: | Jaime | Ocampo |  |
|-------------|-------|--------|--|
|-------------|-------|--------|--|

| Title: General | Manager |
|----------------|---------|
|                |         |

Date: June 3, 2025

### State of Florida Affidavit Regarding the Use of Coercion for Labor and Services

| Vendor Name:  | Conengineers Builders LLC   |                   |
|---|-----------------------------|-------------------|
| Vendor FEIN:  | 81-1193566                  |                   |
| Vendor's Authorized<br>Representative Name and Title: | Jaime Ocampo                |                   |
| Address:  | 1930 N Commerce Pkwy, Ste 1 |                   |
| City: Weston  | State: Florida              | Zip: <u>33326</u> |
| Phone Number:   | +1.754.216.4163             |                   |
| Email Address:  | info@conengineers.com       |                   |
|   |                             |                   |

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer of representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person:
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are
  pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
  not applied towards the liquidation of the debt, the length and nature of the labor or services are
  not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

| Under penalties o true.  | f perjury, I declare that I have read the foregoing document and the facts stated in it are |
|--------------------------|---|
| Signature:               | Jeang!  |
| DAMA                     | (Authorized Signature)  |
| Print Name<br>And Title: | nime Ocampo - General Manager   |
| Date:                    | June 3, 2025  |

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION & CERTIFICATION OF NON SEGREGATION & NON DISCRIMINATION

275-030-13 EQUAL OPPORTUNITY OFFICE 07/09

| SECTION 1: PROJE  | CT IDENTIFICATIO                      | N  |   |  | Armoli Mallin   |  |                |          |
|---|---------------------------------------|--|---|--|---|--|----------------|----------|
| 1. Financial Project No.  | 2. F.A.P. No.                         | 3. FDO   | LAP Contract No.  | 4. County  | 5. District or Name of  | Local Agency   |                |          |
| ITB 25-022  |                                       |  |   | Broward  | District 4 (FDOT)   |  |                |          |
| 6.Prime Contractor 's Name  |                                       |  |   |  |   |  |                |          |
| Conengineers Build  |                                       |  |   |  |   |  |                |          |
| 7.Company Name of Contractor,   | Supplier, Rental Compar               | ny or Ager   | ncy Submitting this c   | ertification                                       | 8. FEID No of Co. in Box  | 7  |                |          |
| Conengineers Builde   | rs LLC - Jaime Oc                     | ogmpo  |   |  | 81-1193566  |  |                |          |
| SECTION 2: CERTIF   |                                       | ENTS   |   |  |   |  |                |          |
| CERTIFICA   |                                       |  |   |  | ICATION OF  |  |                |          |
| NONSEGREGAT As a federally assisted of  | CONSTRUCTION CONTR                    | notes 1  | An a contract   |  | CRIMINATION   |  |                |          |
| hereby certify: the followin  | onstruction company                   | actor, i   | As a contract   | or, sub rec  | cipient or subcont  | ractor on a  |                |          |
| A. This company does  | s not maintain or r                   | orovide  | shall not discri  | minate on t  | this company ce<br>he basis of race, co<br>mance of such cont   | lor, national  |                |          |
| any segregated fac  | cilities for employ                   | ees at   |   |  |   |  |                |          |
| any of our establis   | snments and we                        | do not   | The contractor  | shall carry  | out applicable requ   | uirements of   |                |          |
| services at any loc   | yees to periomi<br>ation, under our c | ontrol   | assisted control  | o in the aw  | ard and administra  | tion of DOT  |                |          |
| where segregated fa   | cilities are maintain                 | ned.   | carry out thes  | icis. Me ci  | ompany agrees ma<br>nents is a materia  | l a railure to   |                |          |
| B. Agreement that a b   |                                       |  | contract, which   | may result   | in the contract's te  | rmination or   |                |          |
| is a violation of the   | equal opportunity                     | clause   | such other rem  | edy as the r                                       | ecipient deems app  | ropriate.  |                |          |
| in this contract.   | - Proceedings                         |  | Each subconti   | Each subcontract, rental agreement and or material |   |  |                |          |
| C. We will obtain   | and retain id                         | entical  | supplier agreei   | ment this c  | ompany subseque   | ntly enters  |                |          |
| certifications from   | proposed subconti                     | ractors  | into for this cor   | ntact will red                                     | uire this same Cert   | ification.   |                |          |
| prior to the award o  | f subcontracts exc                    | eedina   | It is the policy of this company to assure that applicants  |  |   |  |                |          |
| \$10,000 which are not exempt from the provisions of the equal opportunity clause.  As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of |                                       | are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Actions include: employment, upgrading, demotion, or transfer; |   |  |   |  |                |          |
|   |                                       |  |   |  |   | recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of |                |          |
|   |                                       |  |   |  | compensation; and selection for training, including   |  |                |          |
|   |                                       |  |   |  | xplicit   | apprenticeship, pre apprenticeship, and/or on-the-job  |                |          |
|   |                                       | training.  |   |  |   |  |                |          |
|   |                                       | race, color, religion or na  | tional origin becau   | use of   | This certification extends to the project identified above  |  |                |          |
|   |                                       | habit, local custom, or any o  | other reason.   |  | and affirms our commitment to insure nondiscrimination and to take affirmative action to assure equal |  |                |          |
|   |                                       |  |   |  | and to take   | affirmative  | action to assu | re equal |
|   |                                       |  | rules, regulation   | set forth u  | nder laws, executiv   | ve orders,   |                |          |
|   |                                       |  | rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by |  |   |  |                |          |
|   |                                       |  | the provisions of   | f FHWA-127   | 73.   |  |                |          |
|   |                                       |  | Compliance with   | Title VI of  | the Civil Rights Act  | and the  |                |          |
|   | 1 01                                  |  | provisions of the   | e American   | Disabilities Act of 1   | 990 are  |                |          |
| Q Namo / flustillanti at annual   | 10                                    | 100  | incorporated in   | this certifica                                     | ation.  |  |                |          |
| 9. Name ( first/last) of corporate  |                                       | Tication   | 10. Job Title of  |  | d in Box 9  |  |                |          |
| Jaime Ocampo  | Steery!                               |  | General Ma  | nager  |   |  |                |          |
| 11. Signature of Certifying Off   | lal                                   |  |   |  | 12. Date of Signature   |  |                |          |
|   |                                       |  |   |  | June 3, 2025  |  |                |          |
| V   |                                       |  |   |  | 20110 0, 2020   |  |                |          |

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34 PROCUREMENT 02/16

Is this form applicable to your firm?
YES NO No
If no, then please complete section 4 below for "Prime"

| 1 Type of Federal Action:   | 2. Status of Feder  | ral Action:  | 3. Report Type:                              |
|---|---|--|--|
| a. contract   | a. bid/offer/app  | lication   | a. initial filing                            |
| b. grant  | b. initial award  |  | b. material change                           |
| c. cooperative agreement  | c. post-award   |  | For Material Change Only:                    |
| d. loan   |   |  | Year: Quarter.                               |
| e. loan guarantee   |   |  | Date of last report:                         |
| f. loan insurance   |   |  | (mm/dd/yyyy)                                 |
| 4. Name and Address of Reporting Prime Subaward Tier 1930 N Commerce Pkwy Suite 1 Weston, FL 33326 Congressional District, if known: 4c 6. Federal Department/Agency:   | lee<br>if known:  | Address of Prime:  | ity in No. 4 is a Subawardee, Enter Name and |
|   |   | CFDA Number, if a  |  |
| 8. Federal Action Number, if known:   |   | 9. Award Amount  | , if known:                                  |
|   |   | \$   |  |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):  |   | b. Individuals Per<br>different from No<br>(last name, first i |  |
| 11. Information requested through this form U.S.C. section 1352. This disclosure of material representation of fact upon which by the tier above when this transaction vinto. This disclosure is required pursuan This information will be available for pubperson who fails to file the required disclosure civil penalty of not less than \$10,000 \$100,000 for each such failure. | lobbying activities is a chinellance was placed was made or entered to 31 U.S.C. 1352. It o 31 U.S.C. Any losure shall be subject | Signature:  Print Name:  Title: General  Telephone No.: 75     |  |
| Federal Use Only:   |   |  | Authorized for Local Reproduction            |

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compilance with 49CFR, Section 20.100 (b))

375-030-33 PROCUREMENT

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

| Name of Consultant:       |        |              |
|---------------------------|--------|--------------|
| Ву:                       | Date:  | June 3, 2025 |
| Authorized Signature Jaim | Ocampo |              |
| Title: General Manager    |        |              |

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

#### NON-COLLUSION DECLARATION AND **COMPLIANCE WITH 49 CFR § 29**

575-060-13 RIGHT OF WAY 05/01 Page 1 of 3

|    |                 |           | ITEM/SEGMENT NO F.A.P. NO.: MANAGING DISTRIC PARCEL NO.: COUNTY OF: | ЭТ:                             |
|----|-----------------|-----------|---|---------------------------------|
|    |                 |           | BID LETTING OF: _   |                                 |
| 1. | Jaime Ocampo    |           |   | , hereby declare that I am      |
|    | (N              | IAME)     |   | , rioroby according that i diff |
|    | General Manager | of        | Conengineers Bu   | ilders LLC                      |
|    | (TITLE)         |           | (FI   | IRM)                            |
| of |                 | Westo     | on Florida  |                                 |
|    |                 | (CITY AND | STATE)  |                                 |

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

#### further declare that:

- The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
- No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
- My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
- As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(I)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

- 9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
  - (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
  - (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
  - (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.
- 10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

**EXCEPTIONS:** 

| (Any exception listed above will not necessarily resbidder responsibility. For any exception noted, indicate to Providing false information may result in criminal prosecuti | sult in denial of award, but will be considered in determining whom it applies, initiating agency and dates of agency action. on and/or administrative sanctions. |
|--|---|
| I declare under penalty of perjury that the foregoing  | g is true and correct.  |
| CONTRACTOR: (Seal)   | 112000  |
| BY: Jaime Ocampo General Manager   | WITNESS:  |
| BY: NAME AND TITLE PRINTED SIGNATURE   | WITNESS:  |
| Executed on this 3rd day of Jun  | e 2025  |

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

#### **BUILD AMERICA/BUY AMERICA**

SEC. 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, which includes the Build America, Buy America Act (BABA).

APPLICATION OF BUY AMERICA PREFERENCE. (a) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. (b) WAIVER.—The head of a Federal agency that applies a domestic content procurement preference under this section may waive the application of that preference in any case in which the head of the Federal agency finds that—(1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (c) WRITTEN JUSTIFICATION.—Before issuing a waiver under subsection (b), the head of the Federal agency shall- (1) make publicly available in an easily accessible location on a website designated by the Office of Management and Budget and on the website of the Federal agency a detailed written explanation for the proposed determination to issue the waiver; and (2) provide a period of not less than 15 days for public comment on the proposed waiver. (d) REVIEW OF WAIVERS OF GENERAL APPLICABILITY .- (1) IN GENERAL .- An existing general applicability waiver or a general applicability waiver issued under subsection (b) shall be reviewed every 5 years after the date on which the waiver is issued. (2) REVIEW.—In conducting a review of a general applicability waiver, the head of a Federal agency shall— (A) publish in the Federal Register a notice that— (i) describes the justification for a general applicability waiver; and (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and (B) publish in the Federal Register a determination on whether to continue or discontinue the general applicability waiver, taking into account the comments received in response to the notice published under subparagraph (A). (3) LIMITATION ON THE REVIEW OF EXISTING WAIVERS OF GENERAL APPLICABILITY .-- For a period of 5 years beginning on the date of enactment of this Act, paragraphs (1) and (2) shall not apply to any productspecific general applicability waiver that was issued more than 180 days before the date of enactment of this Act. (e) CONSISTENCY WITH INTERNATIONAL AGREEMENTS.— This section shall be applied in a manner consistent with United States obligations under international agreements.

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Vendor Eligibility Check Prior to Contract Award

375-030-91 PROCUREMENT 06/22

| Project Description(s):       | Miramar Complete Streets Phase III |
|-------------------------------|------------------------------------|
| Financial Project Number(s):_ | TB #25-022                         |
| In accordance with State law: |                                    |

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business operations/state purchasing/vendor information/convicted suspended discriminatory complaints vendor lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Vendor Eligibility Check Prior to Contract Award

375-030-91 PROCUREMENT 06/22

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

\*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Conengineers Builders LI

**Printed Name** 

Signature

Date: June \$, 2025



### Section 2.05

In accordance with Section 2.05 of the Bid Documents, please find below the required responses to items that were listed but not accompanied by specific forms for completion.

#### **Criminal Conviction Disclosure:**

Not Applicable Statement

Conengineers Builders LLC hereby certifies that neither the company nor any of its officers, directors, or executives has been convicted of a felony within the past ten (10) years. Therefore, the Criminal Conviction Disclosure requirement is not applicable to this bid submission.

#### **Antitrust Laws:**

Conengineers Builders LLC acknowledges and agrees to comply with all applicable antitrust laws of the United States and the State of Florida. We are committed to fair competition and confirm that no actions will be taken that would restrain trade or unfairly increase prices.

#### Conflict of Interest:

Not Applicable Statement

Conengineers Builders LLC hereby certifies that no officer, director, partner, associate, or agent of the company is currently serving as an officer, appointee, or employee of the City of Miramar. Therefore, no conflict of interest exists with respect to this solicitation.

#### **Fees and Taxes:**

Conengineers Builders LLC hereby certifies that all required fees and taxes, both currently due and any previously delinquent amounts, have been paid in full. The company is in good standing and in compliance with all applicable local, state, and federal tax obligations.

Taxpayer Identification Number and Certification:

County [Broward]: 180-312831 see attached Municipal [Westor]] LBTR-000627 see attached

Jairne Ocampo General Manager

Cone gineers Builders LLC

Office: (754) 216-4163 - info@conengineers.com

1930 North Commerce Parkway, Suite 1 🦰

– Weston, Florida 33326

City of Weston 17200 Royal Palm Bvld Weston, FL 33326 (954) 385-2000

### **City of Weston Local Business Tax Receipt**

### Fiscal Year 2025

**Receipt Effective:** 

Date: 10/1/2024 - 9/30/2025

**Contact Information:** 

Name: Jaime Ocampo Phone: (954) 849-7322

Receipt Number: LBTR-000627

**Business Name and Address:** 

Conengineers Builders LLC

1930 N Commerce PKWY, SUITE 1

Weston, FL 33326

**Business Tax Category:** VIII. General Business: All Other Businesses

- 1. This receipt MUST be renewed on or before September 30th of each year. Local Business Tax renewals are the responsibility of the business and shall occur during the 90-day period prior to September 30th of each year. Renewal notices are provided as a courtesy and are not required for renewal purposes.
- 2. This receipt MUST BE DISPLAYED alongside the original Certificate of Use in a conspicuous location accessible to the public on the business premises.
- 3. The City of Weston must be notified of any changes of name, address, or ownership.

07/26/2024

Date Issued

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: CONENGINEERS EUILDERS LLC

Receipt #:130-312631 GENERAL CONTRACTOR (GENERAL

Business Type: CONTRACTOR 1

Owner Name: JAIME OCAMPO

Business Opened:01/05/2016

WESTON

Business Location: 1930 N COMMERCE PRWY SUITE 1 State/County/Cert/Reg:CGC1509840

**Exemption Code:** 

Business Phone: 7542164163

Rooms

Seats

Employees

Machines

**Professionals** 

|            | For Vending Business Only |         |               |             |                 |            |
|------------|---------------------------|---------|---------------|-------------|-----------------|------------|
|            | Number of Machin          | ies:    | Vending Type: |             |                 |            |
| Tax Amount | Transfer Fee              | NSF Fee | Penalty       | Prior Years | Collection Cost | Total Paid |
| 27.00      | 0.00                      | 0.00    | 0.00          | 0.00        | 0.00            | 27.00      |

Receipt Fea

Packing/Processing/Canning Employees

#### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

#### Mailing Address:

CONENGINEERS BUILDERS LLC 1930 N COMMERCE PKWY SUITE 1 WESTON, FL 33326

Receipt #04C-23-00005571 Paid 08/28/2024 27.00

#### JAIME OCAMPO

Civil Engineer

1930 N. Commerce Park Way, Weston, fl. 33326

954-849-7322 / 754-216-4163

email: jaime.ocampo@conengineers.com

www. Linkedin/in/JaimeOcampo

#### CONSTRUCTION PROJECT MANAGER

Extremely capable individual who has substantial knowledge and experience of directing, managing and monitoring of various scale civil engineering projects.

Engineer, planner, builder and developer with diversified experience in several engineering fields. 25 years construction experience.

AREAS OF EXPERTISE • Bidding

- Project management
- Financial management

- Planning
- Cost control Programming
- Business development Schedule coordination

- Budgeting
- Accounting
   Purchasing
- Estimating

EDUCATION Civil Engineering Universidad Javeriana Bogota, Colombia. Bachelor Science The Executive Certificate in Project Management. Florida Atlantic University

LICENSE General Contractor No. CGC1509840 (Florida 2005)

LANGUAGE Spanish / English

**SKILLS** 

Analytical, innovative, organized, motivated, calm, logical, clear thinking.

Computers: Software Microsoft Office, Microsoft Project, QuickBooks, AutoCAD, SketchUp, Procore, Autocad.

#### **EXPERIENCE**

#### **President**

CONENGINEERS BUILDERS LLC, Weston (2015-Present)

Manage all aspects of construction projects by submitting bids, creating budgets, scheduling construction and overseeing field operations. Direct personnel operations, conduct hiring, manage staff. Schedule subcontractors and develop criteria needed for subcontractor assignments.

Perform projects' financial analysis, negotiating lots, structure and evaluation of new projects to build warehouses, office buildings, residential buildings, hotel buildings, shopping centers and community house projects, and to remodel commercial projects, including the following:

- Medical Center Little Havanna 6800 sqf
- Lauderdale Lakes Medical Office 10500 sqf
- East Fort Lauderdale Sanitas 5500 sqf
- Jupiter Sanitas 5000 sqf
- West Side Medical Park 3851 sqf
- Sanitas Medical Office Plantation 260 4500 sqf
- Wellington Medical Office 4435 sqf

- JFK Therapy Office 1200 sqf
- JFK West Palm Beach Medical Center 2500 sqf
- West Side Medical Park 4037 sqf
- Sanitas Miami Lakes 7024 sqf
- Sanitas Coral Spring 1519 sqf
- Longwood Medical Center 5050 sqf
- Poinciana Medical Center 2918 sqf
- Doral Medical Office 1500 sqf
- Kissemmee medical Center 2443 sqf
- Chicassaw Medical Office 3334 sqf
- Miami Lakes Office 800 sqf
- Infraestructure West Side Medical Park
- Riberbend Modeling
- Lauderdale Lakes Medical Center 1750 sqf
- Kendall Medical Center 1000 sqf
- Plantation 220 Medical Office 3100 sqf
- Boynton Beach Medical Office 2678 sqf
- Plantation 180 Medical Office
- Oakland Park Medical Office 1980 sqf
- Coral Gables Medical Office
- Coral Gables Dentis Center 1500 sqf
- Hiran Residence
- Montoya Renovation Residence
- Sanches Renovation residence
- Rios Addition & Renovation Residence

### Project Manager / Superintendent ENTEK CONSTRUCTION, Miami (2014)

Manage all aspects of construction projects, scheduling construction and overseeing field operations. Direct personnel operations, conduct hiring, manage staff. Schedule subcontractors and develop criteria needed for subcontractor Manage all aspects of construction projects, scheduling, overseeing field operation assignments.

#### **Project Manager**

CONDOMINIO LA TOSCANA, Sopo, Colombia -(2012-2013)

Manage all aspects of construction projects including initial designs, acquiring permits, submitting bids, creating budgets, scheduling construction and overseeing field operations. Direct personnel operations, direct heavy machinery, conduct hiring, manage staff. Schedule subcontractors and develop criteria needed for subcontractor assignments.

• Infrastructure "Condominio La Toscana" project of 2'500.000 sqf Roads, sewer, wastewater, storm water, electrical network, sidewalks, curbs, sinks, concrete pavers, plant wastewater, electrical substations. Earthmoving. Condominium of 63 luxury houses 3500-4500 sqf/house 65 MM.

Achievements: Reduced cost by 24.1% in \$700.000 of \$2.900.000 investment during 12 months. Negotiated with suppliers and subcontractors, and improved yields personnel and heavy equipment. Revised a more efficient electric and hydraulics designs

EXPERIENCE ADDITIONAL MORE THAN 2 YEARS

Manage all aspects of construction projects, submitting bids, creating budgets, scheduling construction and overseeing field operations. Direct personnel operations, conduct hiring, manage staff. Schedule subcontractors and develop criteria needed for subcontractor assignments.

Manage projects realized financial analysis, negotiating lots, Structure and evaluating new projects to build warehouses, office buildings, residential buildings, hotel buildings, shopping centers and communitie house projects and remodeling commercial projects.

#### **Project Manager**

TEYCO S.A. Neiva, Colombia (1990-2004)

Conducted all project related operations including organizing job sites, developing schedules, submitting bids, creating budgets, scheduling construction and overseeing field operations. Maintaining quality control, ensuring projects were completed on time and on budget. As Construction Manager, oversaw all superintendents, in addition to conducting the hiring.

Among others the following projects were built:

Bayer Pharmaceuticals
 Aventis Pharma
 Warehouse and office (2 buildings)
 Warehouse and office (2 buildings)

Terpel Oil Company Infrastructure Industrial Park 1.100.000 sqf 3.8MM

Warehouse-Office (1 building)

4 Gas Stations

• Triacon Ltda. Warehouse-Office (1 building) 8000 sqf 0.4 MM

- Building "Hotel Holiday In Bogota" project of 250.000 sqf, piles, metal structure, 13 stories, 360 suites, Bogota, Colombia. 250.000 sqf 7.0 MM
- Building "Cafam Supermaket" Project of 125.000 sqf, shoe foundation, concrete structure, basement, 3 stories. Colombia 125.000 sqf 3.75 MM
- "Casa de Campo" of 14 houses and club house. 2500-4200 sqf/house Colombia. 1.000,000 sqf 6 MM
- Building "Montepinos" 5 stories. Bogota, Colombia 20.000 sqf
   2 MM
- 3 concrete Channels Himat— Colombia.
   3 Aqueducts "SOP del Huila" Colombia.
- Bridge Steel L 600 Ft
- Bridge concrete L 300 Ft.
- Box Culvert

Achievements: builted a Gas station, with office, wash station in 30 days within budget. Time record in this sector.

#### ADDITIONAL EXPERIENCE

Courses: OSHA

Wind Mitigation Methods

Overview of Building Contractor Operations. Advance 2004 FBC-Building/Structural

Wind mitigation strategies for protecting openings

Making Job-site safety profitable Financial Basics for Contractors Florida Construction Regulations

The Estimate – Where cost control begins

# JHON MAURICIO MANCO HERNÁNDEZ



ORAL, Florida (33178)



(786) 424 8155



mmanco2010@gmail.com

### **PROFESSIONAL** SUMMARY



PMP® NUMBER: 2898968

Serviced-focused Project Manager dedicated to delivering positive customer experiences to promote loyalty and repeat business, promotes optimal resource utilization to handle expected operational needs. Leader with sound judgement, good strategic planning abilities and interpersonal communication strengths, customer-oriented with 30 years of experience, adaptative and deadline-aligned, consistently executes and completes multiple projects in high-stress environments, meticulous, collaborative, hard-working team to achieve an engaged, empowering work culture, encouraging and analytical problem-solver with talents for team building, proficient in using independent decisionmaking skills to positively impact company success.

Ready to help team achieve company goals.

#### SKILLS

- Business leadership
- Strategic visión
- Stakeholders relations
- Originality and creativity
- Focus and follow-through
- Records organization and management
- Problem anticipation and resolution
- Managerial mentoring
- Policy development and enforcement
- Schedule optimization
- Performance monitoring and evaluation
- Performance improvement
- 5S principles
- Continuous Quality Improvement (CQI)
- Finance and accounting oversight
- Mathematical calculation and reasoning
- Maximizing profitability
- Profit and loos control

# JHON MAURICIO MANCO HERNÁNDEZ

ODORAL, Florida (33178)

(786) 424 8155



mmanco2010@gmail.com

#### **WORK HISTORY**

#### **GENERAL MANAGER**

**AUG 2008 TO CURRENT** 

#### INFRAESTRUCTURE MANAGER

#### **MYV CONSULTORES ASOCIADOS S.A.S.**

#### **BOGOTÁ (COLOMBIA)**

| PROJECT MANAGEMENT   | 2'266.288 * | SqFt  |
|----------------------|-------------|-------|
| CONSTRUCTION         | 387.178 *   | SqFt  |
| WORK SUPERVISION     | 808.488 *   | SqFt  |
| DESIGN SUPERVISION   | 1′122.062 * | SqFt  |
| DESIGN COMPETITION   | 328.300 *   | SqFt  |
| CONTRACTING WORKS    | 672.131 *   | SqFt  |
| PROPERTY ACQUISITION | 32 *        | Acres |

(\*) Approximate areas

**VALUE OF CONTRACTS** 

U\$D

13'500.000 \*\*

**VALOR PROJECTS** 

U\$D 192'000.000 \*\*

> (\*\*) Approximate values TRM JANUARY 4, 2023

#### TECHNICAL MANAGER SEPT 1997 TO JUL 2008

GENERAL MANAGER / PRESIDENT BOARD OF DIRECTORS / MANAGER'S ASSISTANT / ASSOCIATE ARCHITECT

#### ARQ S.A.

### **BOGOTÁ (COLOMBIA)**

| PROJECT MANAGEMENT         | 10′115.384 * | SqFt  |
|----------------------------|--------------|-------|
| VIABILIZATION PROJECTS     | 4′520.842 *  | SqFt  |
| WORK SUPERVISION           | 4.090 *      | SqFt  |
| DESIGN SUPERVISION         | 3'884.157 *  | SqFt  |
| WORK BUDGETS               | 1′466.044 *  | SqFt  |
| CONTRACTING WORKS (86)     | 2′918.957 *  | SqFt  |
| PROPERTY ACQUISITION (767) | 100 *        | Acres |

(\*) Approximate areas

**VALUE OF CONTRACTS** 

U\$D

11'150.000 \*\*

**VALOR PROJECTS** 

U\$D

488'000.000 \*\*

(\*\*) Approximate values TRM JANUARY 4, 2023

## JHON MAURICIO MANCO HERNÁNDEZ

ODORAL, Florida (33178)

(786) 424 8155 mmanco2010@gmail.com

## ADMINISTRATIVE MANAGER

FEB 1997 TO AUG 1997

INGENIERÍA DE PUENTES Y ESTRUCTURAS BOGOTÁ (COLOMBIA) LIMITADA

**CONSTRUCTION MANAGER** 

JAN 1995 TO DEC 1996

**CONSTRUCTORA INGARCÓN LIMITADA BOGOTÁ (COLOMBIA)** 

INDEPENDENT ARCHITECT

OCT 1994 TO DEC 1995

JHON MAURICIO MANCO HERNÁNDEZ **BOGOTÁ (COLOMBIA)** 

BUDGET SPECIALIST MAR 1992 TO SEP 1994

**INVERSIONES JESIMEL LIMITADA** 

BOGOTÁ (COLOMBIA)

BUDGET SPECIALIST

FEB 1991 TO SEP 1992

**AVP-ASOCIACIÓN PARA LA VIVIENDA POPULAR** SIMÓN BOLÍVAR

**BOGOTÁ (COLOMBIA)** 

MANAGER'S ASSISTANTSEP 1990 TO OCT 1991

PLANEAMIENTO Y PROYECTOS LTDA BOGOTÁ (COLOMBIA)

**BUDGET ASSISTANT** 

MAR 1988 TO AUG 1990

**DEEB & ASOCIADOS S en C** 

BOGOTÁ (COLOMBIA)

## JHON MAURICIO MANCO HERNÁNDEZ

ODRAL, Florida (33178)

(786) 424 8155

mmanco2010@gmail.com

## **EDUCATION**

MASTER IN PROJECT MANAGEMENT UNIVERSIDAD EAN

**BOGOTÁ (COLOMBIA)** 

SPECIALIST IN BUSINESS

**ADMINISTRATION** 

**UNIVERSIDAD EAN** 

**BOGOTÁ (COLOMBIA)** 

**SPECIALIST IN BUSINESS** 

**MANAGEMENT** 

UNIVERSIDAD POLITÉCNICA DE MADRID

MADRID (SPAIN)

**ARCHITECT** 

UNIVERSIDAD LA GRAN COLOMBIA

BOGOTÁ (COLOMBIA)

PUBLICATION

DESIGN AND IMPLEMENTATION PLAN FOR THE ASSEMBLY OF A PROJECT MANAGEMENT OFFICE (PMO) IN MYV CONSULTORES ASOCIADOS S.A.

**OBRAS Y PROYECTOS** 

REVISTA DE INGENIERÍA CIVIL

UNIVERSIDAD CATÓLICA DE LA SANTÍSIMA TRINIDAD (CHILE) ISSN-e 0718-2813, ISSN 0718-2805, N°. 26, 2019, págs. 51-64

ACCREDITATION

**PROJECT MANAGEMENT PROFESSIONAL** 

**PROJECT MANAGEMENT INSTITUTE** 

**PMP® NUMBER: 2898968** 

80 F L

## **BID BOND**

| STA   | TE OF FLORI   | DA  | )   |                                |   |  |  |                       |
|---|---|---|---|--------------------------------|---|--|--|-----------------------|
| COU   | NTY OF BRO  | WARD                                      | ) ss:<br>)                                |                                |   |  |  |                       |
| Great<br>the C<br>Five P  | ngineers Builder<br>Midwest Insurer<br>Dity of Miram<br>Percent of Amou | nce Company<br>ar ("City"),<br>nt Bld     | a municipa                                | al corpora                     | ation of the St<br>5% of Bld                  | PRESENTS principal y, are held and fil ate of Florida, in t  | mly bound<br>he penal so<br>money o      | um of<br>f the        |
| United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR-"MIRAMAR COMPLETE STREETS, PHASE III, FDOT-LAP-IFB No. 25-022 (443945.1) we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated  June 3, 2025. |   |   |   |                                |   |  |  |                       |
| For:<br><u>"MIRA</u>  | AMAR COMPLET  | TE STREETS,                               | PHASE III, FI                             | OOT-LAP-IF                     | B No. 25-022 (448)                            | 946.1)   |  |                       |
| _   | NOW, THE  | REFORE,                                   |   |                                |   |  |  |                       |
| (a)   | if said Bid s   | shall be rej                              | ected, or                                 |                                |   |  |  |                       |
| (b)   | the approproprogramme conditions Otherwise,                             | oriate Cor<br>attributable<br>it shall re | itract Docu<br>e to the ac<br>main in for | uments, coeptance<br>ce and in | and shall in<br>of said Bid,<br>effect, being | operly execute an<br>all respects fulfil<br>then this obligation<br>expressly understances<br>because shall in r | l all terms<br>on shall be<br>tood and a | and<br>void.<br>greed |

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

the amount of this obligation as herein stated.

| IN WITNESS WHEREOF, the above bonded putheir respective seals this | June , 2025 , the name   |
|--|--|
| Witness  | Conengineers Builders LLC (Individual or Partnership Principal)  1930 N Commerce PKWy (Business Address) |
|  | Weston, FL 33326<br>(City, State, Zip)<br>754 - 216 - 4163<br>(Business Phone)                           |
| ATTEST:  Law Deampo Co  Secretary                                  | Conengineers Builders LLC (Corporate Principal)*  By:  General Mercyes (Title)                           |
| ATTEST: Secretary Mario Cripisan                                   | Great Midwest preurance Company (Corporate Surety)*  |

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

**END OF DOCUMENT** 

Thomas O. Chambers, Attorney-in-Fact

### **POWER OF ATTORNEY**

## Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint. Thomas O Chambers, Todd Schaap

its true and lawful Attorney(s)-tn-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company of other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any cartificate of any such power and any such power or cartificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and cartificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025

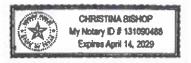
CORPORATE SEAL ST

**GREAT MIDWEST INSURANCE COMPANY** 

Mark W. Haushill

### **ACKNOWLEDGEMENT**

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Christina Bishop

### CERTIFICATE

the undersigned. Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that
the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions
as set forth are now in force.

Signed and Sealed at Houston, TX this 3rd Day of June 2025



Patricia Dyan Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

| STATE OF WISCONSIN             | )                   |                       |                 |                          |
|--------------------------------|---------------------|-----------------------|-----------------|--------------------------|
| COUNTY OF Milwaukee            | )                   |                       |                 |                          |
| ON THIS 3rd                    | _day of             | June                  | ,               | 2025 ,                   |
| before me, a notary public, v  | vithin and fo       | r said County and     | State, persona  | lly appeared             |
| Thomas O. Chambers             | to                  | me personally kn      | own, who be     | ing duly sworn.          |
| upon oath did say that he is   | he Attorney         | -in-Fact of and for   | the             | N <sup>o</sup> according |
| Great Midwest Insurance Co     | ompany              |                       |                 | _, a corporation         |
| of Texas                       |                     | , created, orga       | nized and exi   | sting under and          |
| by virtue of the laws of the S | State of <u>Tex</u> | as                    | _; that the     | corporate seal           |
| affixed to the foregoing wit   | hin instrume        | ent is the seal of th | e said Compa    | iny; that the seal       |
| was affixed and the said ins   | trument was         | executed by author    | ority of its Bo | ard of Directors;        |
| and the said Thomas O. Cha     | mbers               | did                   | acknowledge     | that he/she              |
| executed the said instrument   | as the free a       | ct and deed of said   | l Company.      |                          |

Rosa Hernandez
Notary Dut. 1 Notary Public, Milwaukee County, Wisconsin

My Commission Expires 1/22/2027

management of sub contractors?

Would you use Contractor again?

Overall, what would you rate their performance?

Reference for Contractor: Conengineers Builders LLC

Agency Giving Reference: Town of Davie

## REFERENCE QUESTIONNAIRE

| Person Giving Reference: Abidemi Ajayi   |                |               |            |              |              |
|--|----------------|---------------|------------|--------------|--------------|
| Telephone: 954-797-1096  |                |               |            | -            |              |
| E-Mail: aajayi@davie-fl.gov  |                |               |            |              |              |
| Name of Project Completed by Contractor: Shenan  | doah Darkway   | Crocowall     | Droject    |              |              |
| What was the Dollar value of the Project: \$63,101.5   | 51             | Clusswall     | ( Project  |              |              |
| What was the Completion Date of the Project: Dec   |                |               |            |              |              |
| Provide a reference for the above named firm by inc  | dination below | Ala a Januari | F          | <del></del>  |              |
| Provide a reference for the above named firm by inc  | icating below  | the level o   | T satistad | tion (Satist | actory or    |
| Unsatisfactory) with services provided to your agend   | cy.            |               |            |              |              |
|  |                |               | Rati       | ng           |              |
| Question   | Excellent      | Good          | Fair       | Poor         | Unacceptable |
| Did Contractor complete the project on time, in accordance with specifications?                    |                | х             |            |              |              |
| Did Contractor submit excessive change orders? If yes, how many?                                   |                | YES           |            | NO           | х            |
| How would you rate the firm's responsiveness on administrative and service issues?                 |                | х             |            |              |              |
| How would you rate the quality and experience of the firm's project manager and on-site personnel? | х              |               |            |              |              |
| Was this awarded under a competitive process? YES  |                |               |            |              |              |
| How would you rate Contractor's project management, including                                      |                |               |            |              |              |

YES

Х

X

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

| Print Name: Abidemi Ajayi | Title: Assistant Town Engineer |
|---------------------------|--------------------------------|
|                           | Date: <u>June 3, 2025</u>      |
| Additional Comments:      |                                |
|                           |                                |

FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES **WILL DEEM YOUR BID "NON-RESPONSIVE"** 

NO

## REFERENCE QUESTIONNAIRE

Reference for Contractor: Conengineers Builders LLC

| Agency Giving Reference: City of North Mion Person Giving Reference Nakia Telephone: 375-9 830   | PRISTUN     |             |            | _            |              |
|--|-------------|-------------|------------|--------------|--------------|
| Telephone: 305-873-9 (30) E-Mail: 70 10 4 16 W Q 10 17 4 M 19 10 V   |             |             |            |              |              |
| Name of Project Completed by Contractor: NE 12611  | Street Pari | king Lot (  | Construc   | tion         |              |
| What was the Dollar value of the Project:  |             |             |            | _            |              |
| What was the Completion Date of the Project Marc<br>Provide a reference for the above named firm by ind  |             | the level o | f satisfac | tion (Satisf | actory or    |
| Unsatisfactory) with services provided to your agenc   |             |             |            |              |              |
|  |             |             | Rati       | ng           |              |
| Question   | Excellent   | Good        | Fair       | Poor         | Unacceptable |
| Did Contractor complete the project on time, in accordance with specifications?  | /           |             |            |              |              |
| Did Contractor submit excessive change orders? If yes, how many?   |             | YES         | 5          | NO           |              |
| How would you rate the firm's responsiveness on administrative and service issues?   |             |             |            |              |              |
| How would you rate the quality and experience of the firm's project manager and on-site personnel?   |             |             |            |              |              |
| Was this awarded under a competitive process?  |             | 45          |            |              | 4            |
| How would you rate Contractor's project management, including management of sub contractors?   |             | ~           |            |              |              |
| Would you use Contractor again?  | <u>}</u>    | YES         |            | NO           |              |
| Overall, what would you rate their performance?  |             |             |            |              |              |
| The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion. |             |             |            |              |              |
| Print Name: Nakig Mitson   | Title:      | 6-3         | 25         | -            |              |
| Sign Name: Y Ch  | Title:      | 6-3-        | 25         |              |              |
| Additional Comments:   |             |             |            |              |              |
|  |             |             |            |              |              |
|  |             |             |            | · · · · ·    |              |

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

## **Vendor Reference Verification Form**

| Solicitation No. and Title:   |                      |              |                |                   |
|---|----------------------|--------------|----------------|-------------------|
| Reference for: Conengineers Builders LLC  |                      |              |                |                   |
| Organization/Firm Name providing reference:   |                      |              |                |                   |
| Florida Department of Environmental pro   | ntection             |              |                |                   |
| Contact Name: Jim McGuire   | Jection              | Refe         | erence date:   | 10/12/21          |
| Contact Email: Jim.McGuire@FloridaDEP.  | 307                  | Cor          | ntact Phone: 7 | 772-380-6938      |
| Name of Referenced Project  | pe Florida SP        |              |                | 72-000-000        |
| Contract No. Date Services  |                      |              | Project An     | nount;            |
| CN565 7/6   | /21 to 7/20/21       |              | 24,262.4       |                   |
| Vendor's role in Project: Prime Vendor  | Subconsultant/S      | ubcontractor | - 1,000.1      |                   |
| Would you use this vendor again?  | No                   |              |                |                   |
| Description of services provided by Vendor:   | <del></del>          |              |                |                   |
| Sidewalk improvements   |                      |              |                |                   |
| Please rate your experience with the  | N                    |              | 45 80          |                   |
| referenced Vendor:  | Needs<br>Improvement | Satisfactory | Excellent      | Not<br>Applicable |
| Vendor's Quality of Service     a. Responsive   |                      |              | - C            |                   |
| b. Accuracy   |                      | H            | X              |                   |
| c. Deliverables   |                      |              | ×              |                   |
| Vendor's Organization:     a. Staff expertise   |                      |              | IX             |                   |
| b. Professionalism  |                      | H            | ×              | H                 |
| c. Turnover   |                      |              | X              |                   |
| 3. Timeliness of:   |                      |              |                |                   |
| a. Project<br>b. Deliverables   | H                    | H            |                |                   |
| Project completed within budget   |                      |              | Z.             |                   |
| ,   |                      |              | X              |                   |
| Cooperation with:     a. Your Firm  |                      |              |                |                   |
| b. Subcontractor(s)/Subconsultant(s)  | $\Box$               | H            | X              | H                 |
| c. Regulatory Agency(ies)   |                      |              |                | X                 |
| Additional Comments: (provide on additional sheet if needed)                            |                      |              |                |                   |
| Contractor was a pleasure to work with, very  | professional.        |              |                |                   |
|   |                      |              |                |                   |
|   |                      |              |                |                   |
| All information provided to City of Mayor Gardens, a subject to ventication.  Signature |                      | Date_        | 10/12/21       |                   |
| -g  | _                    |              |                |                   |

## **Project Reference**

## From:

To:

Attn. Martin Carvajal
USA Infrastructure Director
Sanitas USA
8400 NW 33<sup>rd</sup> Street, Suite 201
Doral FL 33122
Martin.Carvajal@mysanitas.com
617.372.1544

Bond Agency / Surety Insurance Company and/or Whoever It May Concern

Re: Sanitas Reference For Listed Conengineers Builders Projects:

| Project Description     | Date<br>Completed | Scope of Work                           | Contract Amount |
|-------------------------|-------------------|---|-----------------|
| Lauderdale Lakes, FL    | Jan., 2021        | Renovation/Remodeling Medical office    | \$2,424,242.86  |
| Jupiter, FL             | Dec., 2019        | Renovation/Remodeling Medical office    | \$1,633,250.54  |
| East Ft. Lauderdale, FL | Aug., 2020        | Renovation/Remodeling<br>Medical office | \$1,353,345.02  |

Conengineers Builders have been an excellent and very capable General Contractor to work with. Conengineers have worked with Sanitas in many projects for the last four years. Specifically, Conengineers completed the three medical office renovation projects in reference for Sanitas. These renovation projects went smoothly and were completed on time and with a high level of quality. Conengineers paid close attention to details and were proactive in identifying design options that saved time and money. Any minor issues that arose were immediately handled and coordinated by Conengineers without any trouble. There were no problems with their subcontractors or unpaid material suppliers. We look forward to the next construction project that Conengineers can complete for us.

Kind regards,

Martin Carvajal

**USA Infrastructure Director** 

Sanitas USA

## **Vendor Reference Verification Form**

| Solicitation No. and Title.   |                        |               |                                       |                   |
|---|------------------------|---------------|---------------------------------------|-------------------|
| Reference for: Conengineers Builders LLC  |                        |               |                                       |                   |
| Organization/Firm Name providing reference:   | rA.                    | //            |                                       | <del> </del>      |
| thalial Ho  | 51 n3 A                | AMMIP         | 1                                     |                   |
| Contact Name: 1655 4  | rshandle               | Refe          | rence date:                           |                   |
| Contact Email:  |                        | Cor           | itact Phone:                          | 0                 |
| Name of Referenced Project: HOFFMAN   | Cordens                | Parkenn,      | Lot ima                               | manado            |
| Contract No. Date Services 8 5/7/21   | Provided:<br>to 6/19/2 | 1             | Project /An                           | nount:<br>TU. (1) |
| Vendor's role in Project: Prime Vendor  | Subconsultant/S        | Subcontractor | · · · · · · · · · · · · · · · · · · · |                   |
| Would you use this vendor again?  | No                     |               |                                       |                   |
| Description of services provided by Vendor:  Smart Asphat A  3 tripping   | 2EPAIRS                | and pr        | arking Sa                             | FAlcoating in     |
| Please rate your experience with the referenced Vendor:   | Needs<br>Improvement   | Satisfactory  | Excellent                             | Not<br>Applicable |
| <ol> <li>Vendor's Quality of Service</li> <li>a. Responsive</li> <li>b. Accuracy</li> <li>c. Deliverables</li> </ol>                            |                        | V<br>V        |                                       |                   |
| Vendor's Organization:     a. Staff expertise     b. Professionalism     c. Turnover  |                        |               |                                       |                   |
| 3. Timeliness of:     a. Project     b. Deliverables  |                        |               |                                       |                   |
| 4. Project completed within budget  |                        |               |                                       |                   |
| <ul> <li>5. Cooperation with:</li> <li>a. Your Firm</li> <li>b. Subcontractor(s)/Subconsultant(s)</li> <li>c. Regulatory Agency(ies)</li> </ul> |                        |               |                                       |                   |
| Additional Comments: (provide on additional sheet if needed)  |                        |               | inhi:                                 | 2/2/              |
| All information provided to City of Marmi Gardens is subject to verification  |                        | Date          | 10/13                                 | 12/               |

## **Vendor Reference Verification Form**

| Solicitation No. and Title:   |                            |                  |                  |                      |  |
|---|----------------------------|------------------|------------------|----------------------|--|
| Reference for: Conengineers Builders LLC  |                            |                  |                  | <del> </del>         |  |
| Organization/Firm Name providing reference:   | <del></del>                |                  |                  |                      |  |
| City of Sunrise   |                            |                  |                  |                      |  |
| Contact Name: Chris Ulrich  |                            | Refe             | rence date:      | 2/2/23               |  |
| Contact Email: culrich@sunrisefl.gov  |                            | Con              | tact Phone: 9    | <b>5</b> 4-888-6060  |  |
| Name of Referenced Project: 1220 Demolition   | Project                    |                  |                  |                      |  |
| Contract No. Date Services F  | rovided:                   |                  | Project Am       |                      |  |
| C22-02-10-VH April 27, 202  | 2 to June 20               | 022              | \$22,312.5       | 0                    |  |
| Vendor's role in Project: X Prime Vendor S  | Subconsultant/S            | ubcontractor     |                  |                      |  |
| Would you use this vendor again? X Yes  | No                         |                  |                  |                      |  |
| Description of services provided by Vendor:   |                            |                  |                  |                      |  |
| Secure permits, install site protection, demolish 10  | 00s <b>f buildin</b> g, so | elective demolit | ion of site feat | ures, selective site |  |
| restoration Please rate your experience with the referenced Vendor:   | Needs<br>Improvement       | Satisfactory     | Excellent        | Not<br>Applicable    |  |
| Vendor's Quality of Service     a. Responsive     b. Accuracy   | В                          |                  | X<br>X           |                      |  |
| c. Deliverables   |                            |                  | X                |                      |  |
| <ol> <li>Vendor's Organization;</li> <li>a. Staff expertise</li> <li>b. Professionalism</li> <li>c. Turnover</li> </ol>   |                            |                  | X<br>X           |                      |  |
| 3. Timeliness of:     a. Project     b. Deliverables  |                            |                  | X                |                      |  |
| 4. Project completed within budget  |                            |                  | X                |                      |  |
| <ol> <li>Cooperation with:         <ul> <li>a. Your Firm</li> <li>b. Subcontractor(s)/Subconsultant(s)</li> <li>c. Regulatory Agency(ies)</li> </ul> </li> </ol>  |                            |                  | X<br>X           | X                    |  |
| Additional Comments: (provide on additional sheet if needed)  |                            |                  |                  |                      |  |
| The contractor provided quality services on-time, on-budget, with responsive communication and coordination. They conducted business with the city with professionalism and were willing and able to satisfy our very thorough building and engineering departments. Good team. |                            |                  |                  |                      |  |
| All information provided to City of Maini Gardens is subject to verification.  Signature  | _                          | Date_            | 2/2/2023         |                      |  |

October 28, 2021Date

Conengineers Builders LLC 1930 N Commerce Parkway Suite 1 Weston, Fl. 33326

To Whom It May Concern:

Over the past 4 years, Conengineers Builders LLC, has ordered six number figures from us. During this time period the payments have been done promptly and without delays.

Based on our experience we consider Conengineers Builders an excellent client.

If any question you may contact us at 305-650-8900 ext 2009

Sincerely,

Arthur Perez

Sales Executive

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



## STATE OF FLORIDA

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** 

# CONSTRUCTION IMPUSTRY LICENSING BOARD

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



CONENGINEERS BUILDERS LLC 19480 S COQUINA WAY WESTON FL 33332 LICENSE NUMBER: CGC1509840

**EXPIRATION DATE: AUGUST 31, 2026** 

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/18/2024

Do not alter this document in any form.

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





OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

# THIS CERTIFICATE IS AWARDED TO

## CONENGINEEERS BUILDERS, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD MCDONALD
Date: 2021.06.03 13:19:36 -04'00'

**AUTHORIZED REPRESENTATIVE** 

Anniversary Date: May 27th

MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS. THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

BROWARD, ORG/SMALL BUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301 TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664





# Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

## Conengineers Builders LLC

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

## CERTIFICATION

Emerging/Small/Minority/Women Business Enterprise (E/S/M/WBE) Hispanic-American

ON THIS DAY: September 11, 2023

Jasmine M. Jones

Jasmine M. Jones
Officer (Task Assigned), Economic Development &
Diversity Compliance

**CERTIFICATION #: WS4025639680** 

SAP ID: 145344



Expiration Date: September 10, 2025



DATE (MM/DD/YYYY)

06/11/2024

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

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

| COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  OCCUR  CLAIMS-MADE  OCCUR  CLAIMS-MADE  OCCUR  DANIAGE TO RENTED PREMISES (See occurrence  MED EXP (Any one person  PERSONAL & ADV INJUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY  PRODUCTS - COMPADY /  OTHER   |                            |
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| Weston  FL 333262312  INSURER A: State Farm Mutual Automobile Insurance Colorance Colo | NAIC#                      |
| CONENGINEERS BUILDERS LLC  1930 N COMMERCE PKWY STE 1  WESTON  FL 333263244  WESTON  FL 333263244  COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE F INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RECERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.    TYPE OF INBURANCE   ADD   SUB   WYD   POLICY NUMBER   POLICY TERM   PRODUCTS - COMPADY / PR |                            |
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| OTHER  |                            |
|  | s                          |
| AUTOMOBILE LIABILITY G84 9282-F17-59C 12/17/2023 06/17/2024 LEa accident)  |                            |
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| A OWNED SCHEDULED Y Y BODILY INJURY IPPER ACCOUNTS   |                            |
| HIPED NON-OWNED AUTOS ONLY PROPERTY DAMAGE  [Per accident]   | \$                         |
| 17.5. 8845897  | s                          |
| UMBRELLA LIAB OCCUR EACH OCCURRENCE  | s                          |
| EXCESS LIAB CLAIMS-MADE AGGREGATE  | \$                         |
| DED RETENTION \$   |                            |
| WORKERS COMPENSATION PER OI  | [H- 5                      |
| AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N  E.L. EACH ACCIDENT   | s                          |
| OFFICER/MEMBER EXCLUDED? N/A [Mandatory in NH]   | 5.6.10                     |
| Byse, describe under  DESCRIPTION OF OPERATIONS below  E.L. DISEASE - POLICY LI  |                            |
| DESCRIPTION OF CHARLES SON   | wii 2                      |
|  |                            |
|  |                            |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)   | 1                          |
|  |                            |
|  |                            |
| CERTIFICATE HOLDER CANCELLATION  |                            |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICES THE EXPIRATION DATE THEREOF, NOTICE WILL ACCORDANCE WITH THE POLICY PROVISIONS.  100 West Dania Beach Boulevard  AUTHORIZED REPRESENTATIVE   |                            |
| Dania Beach FL 33004 This form was syste   | em-generated on 06:11/2024 |

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

## **Detail by Entity Name**

Florida Limited Liability Company CONENGINEERS BUILDERS LLC

**Filing Information** 

Document Number

L16000008260

FEI/EIN Number

81-1193566

Date Filed

01/05/2016

State

FL

Status

**ACTIVE** 

## Principal Address

1930 N Commerce Pkwy

Suite 1

Weston, FL 33326

Changed: 01/22/2020

## **Mailing Address**

1930 N Commerce Pkwy

Suite 1

Weston, FL 33326

Changed: 01/22/2020

## Registered Agent Name & Address

OCAMPO, JAIME

1930 N Commerce Pkwy

Suite 1

Weston, FL 33326

Address Changed: 01/22/2020

Authorized Person(s) Detail

Name & Address

Title AMBR

OCAMPO, JAIME

1930 N Commerce Pkwy

Suite 1

Weston, FL 33326

Title MGR

OCAMPO, JAIME 1930 N Commerce Pkwy Suite 1 Weston, FL 33326

Title AMBR

NAVARRO, BERTHA L 1930 N Commerce Pkwy Suite 1 Weston, FL 33326

## <u>Annual Reports</u>

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 04/15/2022 |
| 2023        | 01/28/2023 |
| 2024        | 03/05/2024 |

## **Document Images**

| 03/05/2024 - ANNUAL REPORT             | View image in PDF format |
|--|--------------------------|
| 01/28/2023 ANNUAL REPORT               | View image in PDF format |
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| 01/13/2021 ANNUAL REPORT               | View image in PDF format |
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| 04/26/2018 ANNUAL REPORT               | View image in PDF format |
| 03/21/2017 ANNUAL REPORT               | View image in PDF format |
| 01/05/2016 - Florida Limited Liability | View image in PDF format |



Dear Certificate Holder,

We are pleased to attach a standard ACORD certificate of insurance issued to you on behalf of the captioned client. For the reasons stated within this informational letter, State Farm is unable to comply with your request for one or more of the following changes:

- Modify the current ACORD form including specific requests on notice of cancellation or statements that purport to modify policy provisions
- ▲ Issue a prior edition of the ACORD form
- ★ Complete a proprietary certificate of insurance
- Complete a proprietary coverage form, coverage questionnaire or coverage statement

Upon request and if authorized by our insured, we will be happy to provide you with certified copies of all property and/or liability insurance policies in force for our insured that are relevant to you.

- Notice of cancellation is a policy provision. A certificate that purports to provide a policy
  provision different from that provided by the policy itself cannot amend the insurance
  policy. Adding or modifying language to the certificate regarding coverages or rights
  may be in violation of laws concerning certificates of insurance in the given state.
- State Farm is unable to provide the cancellation notice you request by endorsement. The policyholder can cancel immediately and state laws grant the insurer the right to cancel for reasons such as nonpayment with less notice than you may require.
- ACORD forms carry a copyright and their use is licensed. Use of an older edition of any ACORD form without ACORD's permission would violate ACORD's licensing agreement and federal copyright law.
- We do not issue certificates of insurance that are not on our forms or on an ACORD form we have licensed for use. Many proprietary certificates include language that may or may not comply with state laws, regulations, and insurance department directives. They may include wording implying coverages or rights violating the law concerning certificates of insurance in the given state.
- Coverage surveys, questionnaires or statements are often presented as "affidavits" or warranties that the coverages afforded the insured comply with the contract the policyholder has signed with the certificate holder. We can only certify the coverage State Farm offers, but cannot provide you with assurances regarding other coverages mentioned in your surveys, questionnaires or coverage statements.

We appreciate your understanding of why we are not able to comply with your request.



September 26, 2025

City of Miramar 2300 Civic Center Place Miramar FL 33025

**RE: INSURED** 

CONENGINEERS BUILDERS LLC.

POLICY NUMBER: J31 7437-D16-59C

**AUTO POLICY** 

BODILY INJURY LIMITS: \$1,000,000 PROPERTY DAMAGE LIMITS: \$1,000,000

## ADDITIONAL INSURED'S NOTICE OF COVERAGE

Policy Effective October 16, 2025, until terminated.

The policy shown above includes the following additional insured endorsement and identifies your third party's interest in the described general liability to the extent of the insurance provided and subject to all policy provisions.

You must notify us within 10 days of any change of interest or ownership coming to your attention. Failure to do so will render this policy null and void.

Underwriting Department State Farm Mutual Automobile Insurance Company cc: Alex Lopez 59-2722



## INFORMATIONAL MEMORANDUM OIR-03-003M ISSUED

February 21, 2003
Office of Insurance Regulation
Kevin M. McCarty
Director

## All Property and Casualty Companies

## **Certificates of Insurance**

The purpose of this Memorandum is to address the improper practice of modifying certificates of insurance. It has been brought to the attention of the Office of Insurance Regulation that some individuals or entities may be printing or altering certificates of insurance to incorporate "hold harmless" agreements or other types of clauses in an attempt to modify the terms or conditions of the underlying insurance policy.

Certificates of insurance generally serve only as evidence of insurance in lieu of an actual copy of an insurance policy. An insurer is under no obligation to abide by any certificate of insurance which has been modified by any person or entity which does not have actual or apparent authority to do so. Distribution of a certificate of insurance which has been modified without authorization and which purports to alter the provisions of the underlying policy, misrepresents the conditions or terms of the insurance policy in violation of Section 626.9541(1)(a)1, Florida Statutes, thereby subjecting the person or entity modifying the certificate to license discipline and administrative fines.

Insurers are requested to notify their agents regarding this Memorandum.

If you have any questions regarding this Memorandum, please contact Richard Koon, Senior Management Analyst Supervisor, Bureau of Property and Casualty Forms and Rates at (850) 413-5346.



DATE (MM/DD/YYYY) 09/26/2025

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

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

| this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).      |                          |  |                 |                       |  |  |  | atement on                 |                            |   |               |            |       |
|--|--------------------------|--|-----------------|-----------------------|--|--|--|----------------------------|----------------------------|---|---------------|------------|-------|
| PRODUCER C   |                          |  |                 |                       |  | CONTACT Aloy Long  |  |                            |                            |   |               |            |       |
| <b>StateFarm</b> Alex Lopez  |                          |  |                 |                       |  | NAME: Alex Lope2 PHONE (A/C, No, Ext): 954-389-1406 (A/C, No): |  |                            |                            |   |               |            |       |
| 17140 Royal Palm Blvd Suite 3  |                          |  |                 |                       |  | E-MAIL<br>ADDRES   | alay lana  | z.cdgl@state               |                            | -10, HOJ.   |               |            |       |
|  |                          |  |                 |                       |  | ADDRES   |  |                            | DING COVERAGE              |   |               | NAIC #     |       |
| Weston FL 333  |                          |  |                 |                       | FL 333262312   | INSURE   |  |                            |                            | Company   |               | 25178      |       |
| INSURED  |                          |  |                 |                       | INSURER A: State Farm Mutual Automobile Insurance Company 25178 INSURER B:   |  |  |                            |                            |   |               |            |       |
| CONENGINEERS BUILDER   |                          |  |                 | S LLC                 |  |  |  |                            |                            |   |               |            |       |
| 1930 N COMMERCE PKWY   |                          |  |                 | STE                   | 1  |  | INSURER C:   |                            |                            |   |               |            |       |
|  |                          |  |                 |                       |  |  | INSURER D : INSURER E :  |                            |                            |   |               |            |       |
|  |                          | WESTON   |                 |                       |  | FL 333263244   | INSURER F :  |                            |                            |   |               |            |       |
| COV  | /ERAGES                  |  | CER             | TIFIC                 | ΔTF  | NUMBER:  | INSUKL   | Kr.                        |                            | REVISION NUME   | RER:          |            |       |
| THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY |                          |  |                 | QUIF<br>PERT<br>POLIC | F INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POUIFIEMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO REPORT OF THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL LICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |  |                            |                            |   | T TO          | WHICH THIS |       |
| INSR<br>LTR  |                          | TYPE OF INSURANCE                              |                 | ADD                   | SUB<br>WVD   | POLICY NUMBER  |  | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) |   | LIMITS        |            |       |
|  |                          | ERCIAL GENERAL LIA                             | ABILITY         |                       |  |  |  |                            |                            | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (Ea occurre |               |            |       |
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|  |                          |  |                 |                       |  |  |  |                            |                            | PERSONAL & ADV IN   |               |            |       |
|  | GEN'L AGGI               | REGATE LIMIT APPLIES                           | S PER:          |                       |  |  |  |                            |                            | GENERAL AGGREGA   |               |            |       |
|  | POLIC                    | Y PRO-<br>JECT                                 | LOC             |                       |  |  |  |                            |                            | PRODUCTS - COMP/C   |               |            |       |
|  | OTHER                    |  | 1 200           |                       |  |  |  |                            |                            |   | \$            |            |       |
|  |                          | LE LIABILITY                                   |                 |                       |  | J31 7437-D16-59C   |  | 404404000                  | 0.444.040.00               | COMBINED SINGLE L<br>(Ea accident)                          |               |            |       |
| A  | ANY A                    | ANY AUTO                                       |                 |                       |  | J31 7437-D10-59C   | 10/16/2025   | 04/16/2026                 | BODILY INJURY (Per p       |   | 4 000 000     |            |       |
|  | OWNE                     | D SCHE   | Y               | N                     |  |  |  |                            | BODILY INJURY (Per a       |   | 1,00          | ,          |       |
|  | HIRED                    |  |                 |                       |  |  |  |                            |                            | PROPERTY DAMAGE<br>(Per accident)                           |               | 1,00       |       |
|  |                          | S ONLY AUTO                                    | JS OINLT        |                       |  |  |  |                            |                            | (Fer accident)  | \$            |            | 0,000 |
|  | UMBRI                    | ELLA LIAB                                      | CCUR            |                       |  |  |  |                            |                            | EACH OCCURRENCE   |               |            |       |
|  | EXCES                    |  | LAIMS-MADE      |                       |  |  |  |                            |                            | AGGREGATE   | \$            |            |       |
|  | DED                      | RETENTION \$                                   | 2 11110 113 122 |                       |  |  |  |                            |                            |   | \$            |            |       |
|  | WORKERS                  | COMPENSATION                                   |                 |                       |  |  |  |                            |                            | PER<br>STATUTE  | OTH-<br>FR \$ |            |       |
|  |                          | <b>DYERS' LIABILITY</b><br>RIETOR/PARTNER/EXEC | CUTIVE Y/N      |                       |  |  |  |                            |                            | E.L. EACH ACCIDENT  |               |            |       |
|  | OFFICER/MI<br>(Mandatory | EMBER EXCLUDED?                                |                 | N/A                   |  |  |  |                            |                            | E.L. DISEASE - EA EMPLOYEE \$                               |               |            |       |
|  | If ves. descri           | ibe under<br>ON OF OPERATIONS be               | elow            |                       |  |  |  |                            |                            | E.L. DISEASE - POLIC  |               |            |       |
|  |                          | 2-F17-59C                                      |                 |                       |  | ENOL   |  |                            |                            |   | \$            | 3 1,000    | 0,000 |
|  |                          |  |                 |                       |  |  |  |                            |                            |   |               |            |       |
|  |                          |  |                 |                       |  | 101, Additional Remarks Schedu                                 | -  |                            |                            |   |               |            |       |
| This   | insurance                | e is primary and no                            | on-contribut    | ory w                 | ith re   | spects to claims arising ou                                    | it of the  | operation of               | the described              | l vehicle.  |               |            |       |
|  |                          |  |                 |                       |  |  |  |                            |                            |   |               |            |       |
|  |                          |  |                 |                       |  |  |  |                            |                            |   |               |            |       |
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|  |                          |  |                 |                       |  |  |  |                            |                            |   |               |            |       |
| CEF  | RTIFICAT                 | E HOLDER                                       |                 |                       |  |  | CANC   | ELLATION                   |                            |   |               |            |       |
| City of Miramar  |                          |  |                 |                       |  |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                            |                            |   |               |            |       |
| 2300 Civic Center Place  |                          |  |                 |                       |  |  | AUTHORIZED REPRESENTATIVE  |                            |                            |   |               |            |       |
| Miromor  |                          |  |                 |                       |  |  | This form was system generated on 00/26/2025   |                            |                            |   |               |            |       |

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DATE (MM/DD/YYYY) 9/26/2025

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the noticy(les) must have ADDITIONAL INSURED provisions or be endorsed

| If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|--|--|--|--|--------------------------------|-------------|--|----------------------------|----------------------------------|--------------|----------|-------------|--|--|
| PRODUCER   |  |  |  |                                |             | CONTACT<br>NAME:                                     |                            |                                  |              |          |             |  |  |
| GIGA Solutions, Inc.   |  |  |  |                                |             | PHONE 000 F04 0007 FAX 054 050 4400                  |                            |                                  |              |          |             |  |  |
| 101 Plaza Real South   |  |  |  |                                |             | (A/C, No, Ext): 888-581-0807 (A/C, No): 954-252-4426 |                            |                                  |              |          |             |  |  |
| Ste 201<br>Boca Raton FL 33432   |  |  |  |                                |             | E-MAIL<br>ADDRESS: certs@gigasolves.com              |                            |                                  |              |          |             |  |  |
| BOO  | a Raion FL 33432   | INSURER(S) AFFORDING COVERAGE NAIC #             |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  | INSURER A: Midwest Employers Casualty Company 23 |  |                                |             |  |                            | 23612                            |              |          |             |  |  |
| INSU   |  |  |  |                                | INSURER B:  |  |                            |                                  |              |          |             |  |  |
|  | ida Resource Management LLC<br>Interstate Blvd                                     |  |  |                                | INSURER C : |  |                            |                                  |              |          |             |  |  |
|  | asota FL 34240   |  |  |                                | INSURER D : |  |                            |                                  |              |          |             |  |  |
| Oui  | 430ta 1 E 04240  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                | INSURER E : |  |                            |                                  |              |          |             |  |  |
|  | (ED 1 0 ED   |  |  | - NUMBER 4004070000            | INSURE      | RF:  |                            | DE1//01011 1111                  | MADED        |          |             |  |  |
|  |  |  |  | NUMBER: 1334072092             | <u> </u>    | N. IOOLIED TO  |                            | REVISION NUI                     |              | IE 501   | 10)/ 555105 |  |  |
|  |  |  | INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR TREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPE |                                |             |  |                            |                                  |              |          |             |  |  |
|  | RTIFICATE MAY BE ISSUED OR MAY   |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
| EΣ   | CLUSIONS AND CONDITIONS OF SUCH  | POLI   | CIES.  | LIMITS SHOWN MAY HAVE          |             |  | PAID CLAIMS.               |                                  |              |          | -,          |  |  |
| INSR<br>LTR  | TYPE OF INSURANCE  | ADDL   | SUBR   | POLICY NUMBER                  |             | POLICY EFF<br>(MM/DD/YYYY)                           | POLICY EXP<br>(MM/DD/YYYY) |                                  | LIMIT        | s        |             |  |  |
|  | COMMERCIAL GENERAL LIABILITY   |  |  |                                |             | ,,,,,,,,,,,  | ,,,,,,,,,,                 | EACH OCCURREN                    | CE           | \$       |             |  |  |
|  | CLAIMS-MADE OCCUR  |  |  |                                |             |  |                            | DAMAGE TO RENT                   | ED           | \$       |             |  |  |
|  | CLAIMS-MADE CCCOR  |  |  |                                |             |  |                            | PREMISES (Ea occ                 |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            | MED EXP (Any one                 |              | \$       |             |  |  |
|  |  |  |  |                                |             |  |                            | PERSONAL & ADV                   |              | \$       |             |  |  |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |  |                                |             |  |                            | GENERAL AGGRE                    | GATE         | \$       |             |  |  |
|  | POLICY PRO-<br>JECT LOC  |  |  |                                |             |  |                            | PRODUCTS - COM                   | P/OP AGG     | \$       |             |  |  |
|  | OTHER:   |  |  |                                |             |  |                            |                                  |              | \$       |             |  |  |
|  | AUTOMOBILE LIABILITY   |  |  |                                |             |  |                            | COMBINED SINGLI<br>(Ea accident) | E LIMIT      | \$       |             |  |  |
|  | ANY AUTO   |  |  |                                |             |  |                            | BODILY INJURY (P                 | er person)   | \$       |             |  |  |
|  | OWNED SCHEDULED AUTOS  |  |  |                                |             |  |                            | BODILY INJURY (P                 | er accident) | \$       |             |  |  |
|  | HIRED NON-OWNED  |  |  |                                |             |  |                            | PROPERTY DAMA(<br>(Per accident) | GE           | \$       |             |  |  |
|  | AUTOS ONLY AUTOS ONLY  |  |  |                                |             |  |                            | (Fer accident)                   |              | \$       |             |  |  |
|  | UMBRELLA LIAB OCCUR  |  |  |                                |             |  |                            | EACH OCCURREN                    | CE           | \$       |             |  |  |
|  | - FYOSOG LIAD  |  |  |                                |             |  |                            |                                  | CE           |          |             |  |  |
|  | CLAINS-INADL   | 1  |  |                                |             |  |                            | AGGREGATE                        |              | \$       |             |  |  |
| Α  | DED   RETENTION \$ WORKERS COMPENSATION  |  | Y  | VEVDE00003804                  |             | 1/1/2025   | 1/1/2026                   | ✓ PER                            | OTH-<br>ER   | \$       |             |  |  |
| ^  | AND EMPLOYERS' LIABILITY Y / N   |  | '  | KEYPEO00003801                 |             | 1/1/2025   | 1/1/2026                   | X PER<br>STATUTE                 | ĒR           |          |             |  |  |
|  | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                           | N/A  |  |                                |             |  |                            | E.L. EACH ACCIDE                 | NT           | \$ 1,000 | 0,000       |  |  |
|  | (Mandatory in NH) If yes, describe under   |  |  |                                |             |  |                            | E.L. DISEASE - EA                | EMPLOYEE     | \$ 1,000 | ,000        |  |  |
|  | DESCRIPTION OF OPERATIONS below  |  |  |                                |             |  |                            | E.L. DISEASE - PO                | LICY LIMIT   | \$ 1,000 | ,000        |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
| DESC   | RIPTION OF OPERATIONS / LOCATIONS / VEHIC  | LES (  | ACORD  | 101, Additional Remarks Schedu | le, may b   | e attached if more                                   | e space is require         | ed)                              |              |          |             |  |  |
|  | erage provided for all leased employee   |  |  |                                |             |  |                            | rage effective:1/                | /1/2025.     |          |             |  |  |
|  | ver of Subrogation in favor of certificate<br>WC 00 03 13) as required by contract |  |  |                                |             |  | d                          |                                  |              |          |             |  |  |
| 10111  | wo oo oo io) as required by contract   | Jubje  | 301 10   | the terms and conditions t     | n the pe    | Siley.   |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
| CEF  | TIFICATE HOLDER  | CANO   | CELLATION  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  |  |  |  |                                | SHC         | OULD ANY OF  | THE ABOVE D                | ESCRIBED POLIC                   | CIES BE C    | ANCELI   | ED BEFORE   |  |  |
|  |  |  |  |                                |             |  |                            | REOF, NOTICE                     | WILL E       | BE DE    | LIVERED IN  |  |  |
|  | City of Miramar  |  |  |                                | ACC         | OKDANCE WI   | IH IHE POLIC               | Y PROVISIONS.                    |              |          |             |  |  |
|  | 2300 Civic Center Place  |  |  |                                |             |  |                            |                                  |              |          |             |  |  |
|  | Miramar FL 33025   |  |  |                                |             | RIZED REPRESE  |                            |                                  |              |          |             |  |  |
|  |  | Calle Kinger                                     |  |                                |             |  |                            |                                  |              |          |             |  |  |



O9/26/2025

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| PRODUCER                        |                    |                                       |             |                                  |                | CONTACT Diana Rodriguez |   |   |                   |                  |                                   |            |         |         |  |
|---------------------------------|--------------------|---------------------------------------|-------------|----------------------------------|----------------|-------------------------|---|---|-------------------|------------------|-----------------------------------|------------|---------|---------|--|
| Insurance Consulting Group, LLC |                    |                                       |             |                                  |                |                         |   | PHONE (305) 347-5651 FAX (A/C, No): (844) 593-9453                          |                   |                  |                                   |            |         |         |  |
| 1825 Main Street                |                    |                                       |             |                                  |                |                         |   | (A/C, No, Ext):   (A/C, No):     E-MAIL   Dianar@insurancecg.com   ADDRESS: |                   |                  |                                   |            |         |         |  |
| Suite 102                       |                    |                                       |             |                                  |                |                         |   | INSURER(S) AFFORDING COVERAGE NAIC #  |                   |                  |                                   |            |         |         |  |
| Weston FL 33326                 |                    |                                       |             |                                  |                |                         |   | INSLIDE   | NAICH             |                  |                                   |            |         |         |  |
| INSURED                         |                    |                                       |             |                                  |                |                         |   | INSURER A: Berkley Assurance Company  INSURER B: Kinsale Insurance Company  |                   |                  |                                   |            |         |         |  |
| Conengineers Builders, LLC      |                    |                                       |             |                                  |                |                         |   | INSURER B.  |                   |                  |                                   |            |         |         |  |
| 1930 N Commerce Parkway         |                    |                                       |             |                                  |                |                         | INSURER C:                                      |   |                   |                  |                                   |            |         |         |  |
| Suite 1                         |                    |                                       |             |                                  |                |                         | INSURER D :                                     |   |                   |                  |                                   |            |         |         |  |
| Weston FL 33326                 |                    |                                       |             |                                  |                |                         | INSURER E :                                     |   |                   |                  |                                   |            |         |         |  |
| CO                              | /ED                | AGES                                  |             | CER                              | TIEIC          | ATE                     | NUMBER: CL251205891 REVISION NUMBER:            |   |                   |                  |                                   |            |         | _       |  |
|                                 |                    |                                       | AT T        |                                  |                |                         | LISTED BELOW HAVE BEEN                          | ISSUED  | TO THE INSUE      |                  |                                   |            | IOD     |         |  |
| IN<br>CI                        | DIC/               | TED. NOTWITHS                         | TAN<br>SSUE | DING ANY REQUI<br>ED OR MAY PERT | REME<br>AIN, T | NT, TE                  | ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE | CONTRA  | CT OR OTHER       | DOCUMENT V       | WITH RESPECT TO                   | WHICH T    | HIS     |         |  |
| INSR<br>LTR                     |                    | TYPE OF I                             |             |                                  |                | SUBR                    |   | POLICY EFF POLICY EXP   |                   |                  |                                   |            | Te      |         |  |
| Lik                             | ×                  | COMMERCIAL GEN                        |             |                                  | INSD           | WVD                     | POLICY NUMBER                                   |   | (MM/DD/YYYY)      | (MM/DD/YYYY)     |                                   | LIMIT      | 4.00    | 0,000   |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  | EACH OCCURRENCE DAMAGE TO RENTED  |            | 400     |         |  |
|                                 | _                  | CLAIMS-MADI                           | י ב         | OCCUR                            |                |                         |   |   |                   |                  | PREMISES (Ea occum                |            | # E 00  |         |  |
| A                               |                    | <u> </u>                              |             | <del></del>                      | Ι <sub>Υ</sub> | Y                       | VUMA0334091                                     |   | 12/15/2024        | 12/15/2025       | MED EXP (Any one pe               |            | 1.00    | 0.000   |  |
|                                 | _                  |                                       |             |                                  | Ι΄.            | Ι΄                      | V 0101A0004091                                  |   | 12/13/2024        | 12/13/2023       | PERSONAL & ADV IN.                | JURY       | 3.00    | N-1     |  |
|                                 | GEN                | I'L AGGREGATE LIMI                    |             | PLIES PER:                       |                |                         |   |   |                   |                  | GENERAL AGGREGA                   | TE         | 9       | 0,000   |  |
|                                 | _                  | POLICY PR                             | OOO.        | Loc                              |                |                         |   |   |                   |                  | PRODUCTS - COMP/C                 | OP AGG     | 9       | 0,000,0 |  |
|                                 |                    | OTHER: Ded \$5,                       |             |                                  |                |                         |   |   |                   |                  | COMBINED SINGLE L                 | IBAIT      | \$      |         |  |
|                                 | AUI                | OMOBILE LIABILITY                     | r           |                                  |                |                         |   |   |                   |                  | (Ea accident)                     |            | \$      |         |  |
|                                 |                    | ANY AUTO OWNED                        |             | SCHEDULED                        |                | li                      |   |   |                   |                  | BODILY INJURY (Per p              | oerson)    | \$      |         |  |
|                                 |                    | AUTOS ONLY                            | _           | AUTOS                            |                |                         |   | i   |                   |                  | BODILY INJURY (Per a              |            | \$      |         |  |
|                                 |                    | HIRED<br>AUTOS ONLY                   | _           | NON-OWNED<br>AUTOS ONLY          |                |                         |   |   |                   |                  | PROPERTY DAMAGE<br>(Per accident) |            | \$      |         |  |
|                                 |                    |                                       |             |                                  |                | <u> </u>                |   |   |                   |                  |                                   |            | \$      |         |  |
|                                 |                    | UMBRELLA LIAB                         | <u> </u>    | OCCUR                            |                |                         |   |   |                   |                  | EACH OCCURRENCE                   |            | \$ 2,00 | 0,000   |  |
| В                               | $\times$           | EXCESS LIAB                           | $\perp$     | CLAIMS-MADE                      |                |                         | 0100309953-1                                    |   | 12/15/2024        | 12/15/2025       | AGGREGATE                         |            | \$ 2,00 | 0,000   |  |
|                                 |                    | DED RETE                              | NTIO        | N \$                             | L.             |                         | <u></u>   |   |                   |                  |                                   |            | \$      |         |  |
|                                 |                    | KERS COMPENSAT<br>EMPLOYERS' LIABI    |             |                                  |                |                         |   |   |                   |                  | PER<br>STATUTE                    | OTH-<br>ER |         |         |  |
|                                 | ANY                | PROPRIETOR/PART                       | NER/        |                                  | N/A            |                         |   |   |                   | ĺ                | E.L. EACH ACCIDENT                |            | s       |         |  |
|                                 | (Man               | CER/MEMBER EXCL<br>datory in NH)      | UDE         | D?                               | "              |                         |   |   |                   |                  | E.L. DISEASE - EA EM              | PLOYEE     | s       |         |  |
|                                 |                    | , describe under<br>CRIPTION OF OPERA | AOITA       | IS below                         |                |                         |   | ŀ   |                   |                  | E.L. DISEASE - POLIC              | YLIMIT     | \$      |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  | Per contamination                 |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   | İ   |                   |                  | Aggregate                         |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  | Retention                         |            |         |         |  |
| DESC                            | RIPT               | ION OF OPERATION                      | S/LO        | CATIONS / VEHICLE                | S (AC          | ORD 1                   | 01, Additional Remarks Schedule,                | may be at   | tached if more sp | ace is required) |                                   |            |         | •       |  |
| The                             | City               | of Miramar as ad                      | ditio       | nal insured Waive                | r of si        | ubroga                  | ation applies                                   |   |                   |                  |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   |   |                   |                  |                                   |            |         |         |  |
| CER                             | CERTIFICATE HOLDER |                                       |             |                                  |                |                         |   | CANC  | EL LATION         | ·                |                                   |            |         |         |  |
| CER                             | (TIIF)             | CATE HOLDER                           | -           | <del>-</del>                     |                |                         |   | CANCI   | ELLATION          |                  |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   | SHOL  | ULD ANY OF TI     | HE ABOVE DES     | SCRIBED POLICIES                  | BE CAN     | CELLED  | BEFORE  |  |
|                                 |                    |                                       |             |                                  |                |                         | ſ   | THE   | EXPIRATION D      | ATE THEREOF      | , NOTICE WILL BE                  |            |         |         |  |
|                                 |                    | City of Mir                           | ama         | r                                |                |                         |   | ACC   | DRDANCE WIT       | H THE POLICY     | PROVISIONS.                       |            |         |         |  |
|                                 |                    | 2300 Civic                            | Cer         | iter Place                       |                |                         |   | A44001-   | 1368 6255         | TATE /           |                                   |            |         |         |  |
|                                 |                    |                                       |             |                                  |                |                         |   | AUTHOR  | IZED REPRESEN     | IATIVE           |                                   |            |         |         |  |
|                                 |                    | Miramar                               |             |                                  |                |                         | FL 33025  |   |                   |                  | Gland?                            |            |         |         |  |
|                                 |                    |                                       | _           |                                  |                |                         |   |   |                   |                  | Section .                         |            |         |         |  |

## FINANCIAL INFORMATION REMOVED PER §119.071(C) Fla. Stat.



## MIRAMAR COMPLETE STREETS, PHASE III FDOT-LAP PROJECT NO. 443945.1 IFB NO. 25-022

## BID TABULATION – FINAL 08/04/2025

|   | COMPANY NAME                             | BASE BID AMOUNT |
|---|--|-----------------|
| 1 | Conengineers Builders, LLC               | \$2,230,069.06  |
| 2 | The Stout Group LLC                      | \$2,573,148.48  |
| 3 | Weekley Asphalt                          | \$2,758,584.76  |
| 4 | Homestead Concrete and Drainage          | \$2,926,021.00  |
| 5 | HG Construction Development & Investment | Non-Responsive  |
| 6 | American Design Engineering Construction | Non-Responsive  |
| 7 | Absolute Construction Services           | Non-Responsive  |