

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

Meeting Date: November 20, 2024

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: R8277

Item Description: Temp. Reso. No. R8277, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 24-030 (RE-BID), ENTITLED "MIRAMAR BIKE AND PEDESTRIAN IMPROVEMENTS," TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, FG CONSTRUCTION, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH FG CONSTRUCTION, LLC., IN AN AMOUNT NOT-TO-EXCEED \$2,946,348.43 AND ALLOCATING A 10% CONSTRUCTION CONTINGENCY ALLOWANCE OF \$294,634.84, FOR A TOTAL PROJECT COST OF \$3,240,983.27 (City Engineer, Salvador Zuniga)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

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

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

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

Fiscal Impact: Yes No

REMARKS: Funding in the amount of \$3,240,983.27 is available in the City's Capital Improvement Program (CIP) Project No. 52097 – Miramar Bike and Pedestrian Mobility Improvements, GL Account Nos. 393-55-901-541-000-606510-52097 CIP-Construction (\$2,946,348.43), and 395-55-800-541-000-606520-52097 CIP-Contingency (\$294,634.84).


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R8277**
 - **Exhibit A: Proposed Construction Agreement with FG Construction, LLC.**
- **Attachment(s)**
 - Attachment 1: Contractors Final Bid Tabulation**
 - Attachment 2: Bid Tabulation Sheet**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: November 14, 2024

RE: Temp. Reso. No. R8277, approving the award of Invitation for Bids No. 24-030 (RE-BID), to the lowest responsive and responsible bidder, FG Construction, LLC., in an amount not-to-exceed \$2,946,348.43 and allocating a 10% construction contingency allowance of \$294,634.84 for a total project cost of \$3,240,983.27.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8277, approving the award of Invitation for Bids No. 24-030 (RE-BID), entitled: "Miramar Bike and Pedestrian Improvements" (the "IFB"), to the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB, FG Construction, 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 \$2,946,348.43 and allocating a 10% construction contingency allowance of \$294,634.84 for a total project cost of \$3,240,983.27.

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

BACKGROUND: The Miramar Bike and Pedestrian Mobility Improvements Project was selected as a high-ranking project from a Mobility Study through the Broward Metropolitan Planning Organization (MPO); and federal funding was allotted towards construction in the Florida Department of Transportation (FDOT) work program through project FM 437795.1.

On May 7, 2024, the City's Procurement Department advertised Invitation for Bids No. 24-026, entitled "Miramar Bike and Pedestrian Improvements" on DemandStar, Broward Legal, and a newspaper of general circulation. Due to low participation the project was subsequently re-advertised on July 3, 2024, as Invitation for Bids No. 24-030, entitled "Miramar Bike and Pedestrian Improvements (Re-Bid)", (the

“IFB”). On August 5, 2024, the date of the scheduled bid opening, five (5) contractors submitted sealed bids to the City.

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

1. **FG Construction, LLC.	\$ 2,946,348.43
2. Homestead Concrete & Drainage	\$ 3,613,903.75
3. Bergeron Land development, Inc.	\$ 3,915,358.27
4. Weekly Asphalt Paving, Inc.	\$ 3,727,827.09
5. Pedrail Systems, LLC.	\$ 3,118,084.30

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

City staff evaluated the bids and the bidders’ references and determined that FG Construction LLC., is the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB in an amount not-to-exceed \$2,946,348.43.

The City recommends award to FG Construction, LLC., the lowest, responsive, responsible bidder, with a bid in the amount of \$2,946,348.43, and allocating a 10% construction contingency of \$294,634.84, for a total project cost of \$3,240,983.27.

DISCUSSION: The Project involves pedestrian mobility improvements along:

- Miramar Parkway from Commerce Parkway to Palm Avenue
- SW 148th Avenue from Bass Creek Road to SW 27th Street
- SW 68th Avenue from Miramar Parkway to SW 27th Court

The mobility improvements include a combination of buffered bike lanes, shared use paths and sidewalks throughout the above locations. The project will be delivered via the FDOT’s Local Agency Program (LAP) which is a reimbursement-based program. The City Commission approved Reso 21-50 in support of the project and committing to fund upfront costs to be reimbursed pursuant to the FDOT’s LAP agreement with the City.

ANALYSIS: FDOT will reimburse costs for eligible Construction items, on a quarterly basis as per the LAP agreement. Pursuant to the LAP agreement, FDOT will reimburse the City up to a maximum amount of \$3,098,075 for this construction phase. The City will be responsible to fund any contingency during construction. The City has allocated sufficient funds to upfront the cost of construction and contingency in the FY24-25 Capital Improvement Program (CIP) Project No. 52097 - Miramar Bike and Pedestrian Mobility Improvements.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 24-030 (RE-BID), ENTITLED "MIRAMAR BIKE AND PEDESTRIAN IMPROVEMENTS," TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, FG CONSTRUCTION, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH FG CONSTRUCTION, LLC. IN AN AMOUNT NOT-TO-EXCEED \$2,946,348.43 AND ALLOCATING A 10% CONSTRUCTION CONTINGENCY ALLOWANCE OF \$294,634.84 FOR A TOTAL PROJECT COST OF \$3,240,983.27; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to construct the Miramar Bike and Pedestrian Improvements; and

WHEREAS, the proposed improvements include a combination of bike lanes, shared use paths and sidewalks along Miramar Parkway, SW 148th Avenue and SW 68th Avenue; and

WHEREAS, the Florida Department of Transportation is providing funding assistance through their Local Agency Program under Project FM 437795.1; and

WHEREAS, on May 07, 2024, the City's Procurement Department advertised Invitation for Bids No. 24-026, entitled "Miramar Bike and Pedestrian Improvements" in a newspaper of general circulation, Broward Legal and on DemandStar; and

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WHEREAS, due to low participation the project was subsequently re-advertised on July 3, 2024, as Invitation for Bids No. 24-030 (RE-BID), entitled “Miramar Bike and Pedestrian Improvements” (the “IFB”); and

WHEREAS, on August 05, 2024, the date of the scheduled bid opening, five (5) contractors submitted sealed bids to the City; and

WHEREAS, City staff evaluated the bids and the bidders’ references and determined that FG Construction, LLC., is the lowest responsive and responsible bidder that satisfies the minimum qualifications of the IFB in the amount not-to-exceed \$2,946,348.43; and

WHEREAS, the City Manager recommends that the City Commission approve the award of the IFB to FG Construction, LLC., and authorize the City Manager to execute the proposed Agreement with FG Construction, LLC. for the provision of construction services in an amount not-to-exceed \$2,946,348.43 and allocating a 10% construction contingency allowance of \$294,634.84 for a total project cost of \$3,240,983.27, in the form attached hereto as Exhibit “A;” and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB to FG Construction, LLC., and to authorize the City Manager to execute the proposed Agreement with FG Construction, LLC. for the provision of construction services in an amount not-to-exceed \$2,946,348.43 and allocating a 10% construction contingency allowance of \$294,634.84 for a total project cost of \$3,240,983.27 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 FG Construction, LLC., Inc.

Section 3: That the City Manager is authorized to execute the proposed Agreement with FG Construction, LLC. in an amount not-to-exceed \$2,946,348.43 and allocating a 10% construction contingency allowance of \$294,634.84 for a total project cost of \$3,240,983.27, 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.

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

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
FG CONSTRUCTION, LLC.
FOR**

**BIKE AND PEDESTRIAN IMPROVEMENTS IN MIRAMAR, FLORIDA
BROWARD COUNTY LAP CONTRACT NO. 437795-1**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and FG CONSTRUCTION, LLC. (the "Contractor"), a Florida Limited Liability Company whose principal address is 2701 NW 55th Court, Tamarac, Florida 33309.

WITNESSED:

WHEREAS, on _____, 2024 by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 24-030 (Re-Bid), (the "IFB"), entitled: "Miramar Bike and Pedestrian Improvements in Miramar, Florida Broward County Lap Contract No. 437795-1" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, on April 5, 2024, the City entered into a Local Agency Program Contract No. 437795-1 with the Florida Department of Transportation for authorization and approval of the Services related to the Work and desires to engage the services of the Contractor for this purpose; and

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

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

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

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

ARTICLE 1 **DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB, Local Agency Program Contract, and/or in the General Terms and Conditions, all included with the Contract Documents, 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**

Contractor shall complete the Work as specified in the IFB, and shall provide all labor, materials, machinery, tools services, incidentals 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 "A"**.

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**

4.1 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 265 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 345 Calendar Days after the commencement date given in the Notice to Proceed.

4.2 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, and ***upon Broward County approval***, of such extensions in writing.

ARTICLE 5 **CONTRACTOR RESPONSIBILITIES**

5.1 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.

5.2 Contractor shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

5.3 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.

5.4 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 "A"** of this Agreement, the City agrees to compensate the Contractor pursuant to the Services in the amount of Two Million Nine Hundred Forty-Six Thousand Three Hundred Forty-Eight and 43/100 Dollars (\$2,946,348.43).

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 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

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 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

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

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;

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

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

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

8.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

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

**ARTICLE 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 to by both parties;

- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to 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 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$868
Over \$50,000 but less than \$250,000	\$882
\$250,000 but less than \$500,000	\$1,197
\$500,000 but less than \$2,500,000	\$1,694
\$2,500,000 but less than \$5,000,000	\$2,592
\$5,000,000 but less than \$10,000,000	\$3,786
\$10,000,000 but less than \$15,000,000	\$4,769
\$15,000,000 but less than \$20,000,000	\$5,855
\$20,000,000 and over.....	\$9,214
plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)	

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

finances 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, dagibbs@miramarfl.gov 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: Bao Dang,
Manager
FG Construction, LLC.
2701 NW 55TH CT
Tamarac, Florida 33309
Telephone: (954) 766-4053
Fax: (866) 791-3135
Email: estimating@fgconstruction.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 7th 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 absolute; 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.”

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.

CITY OF MIRAMAR:

CONTRACTOR:

By: _____
Dr. Roy L. Virgin
City Manager

By: _____

This ____ day of _____, 2024.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



2701 NW 55th Court,
Tamarac, Florida 33309
O: 954.766.4053 ◊ F: 866-791-3135

Cover Page

Solicitation Number:
FDOT-LAP Project No. 437795-1
Bid No. 24-030-Re-Bid

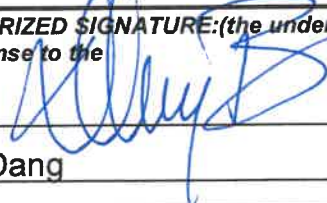
Solicitation Due Date and Time:
08/05/2024 at 2:00 PM

Title of Solicitation:
City of Miramar
Bike and Pedestrian Improvements

SECTION 300 – BID FORMS

BID COVER SHEET – FDOT-LAP-IFB No. 24-030 (RE-BID)

(437795.1)

BIDDER'S NAME (Name of Firm, Entity or Organization): FG Construction, LLC	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 30-0684928	
NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT PERSON: Name: Bao Dang Title: Manager	
EMAIL ADDRESS: estimating@fgconstruction.com	
MAILING ADDRESS: 2701 NW 55th Ct., Tamarac, FL 33309	
Street Address: 2701 NW 55th CT	
City, State, Zip: Tamarac, FL 33309	
TELEPHONE: (954) 766-4053	FAX: (866) 791-3135
BIDDER'S ORGANIZATION STRUCTURE: Corporation Partnership Proprietorship Joint Venture Other (Explain): Limited Liability Company	
IF CORPORATION: Date Incorporated/Organized: 05/10/2011 State of Incorporation/Organization: Florida States registered in as foreign Corporation:	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS: Sidewalk Repair and Installation, ADA Ramps, Curb and Gutter, Pavement Markings, Speed Hump Installation, Desilting Pipe, Clearing & Grubbing, Sediment Barrier, Milling & Paving, Sodding, Signage, Electrical, Drainage	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: P & J Striping Signal Technology Inc Navcon Engineering LLC Stanford & Sons Trucking Corporation dba Stanford Construction Company	
BIDDER'S AUTHORIZED SIGNATURE: (the undersigned hereby certifies that it submitted in response to the Solicitation) Signed by:  Date: 08/05/2024 Print name: Bao Dang Title: Manager	

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

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

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in this City of Miramar, FDOT-LAP (437795.1)-IFB-Bid No. **NO. 24-030 (RE-BID)** to perform the Work as specified or indicated in the Solicitation entitled: "**BIKE AND PEDESTRIAN IMPROVEMENTS**".

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

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

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

Number	<u>1</u>	Date	<u>07/31/2024</u>
	<u>2</u>		<u>08/05/2024</u>
	<u>3</u>		<u>08/05/2024</u>
	_____		_____

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

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


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

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

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

DATED: 08/05/2024

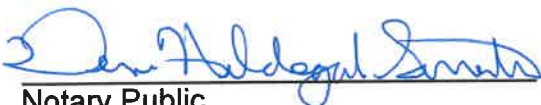
BIDDER: FG Construction, LLC

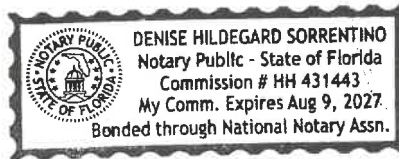
BY: 
(Signature)

TITLE: Manager

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2024, by Bao Dang, who is personally known to me or has produced _____ as identification.


Notary Public
State of Florida at Large



My commission expires: August 9, 2027

END OF DOCUMENT

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

1

07/31/2024

2

08/05/2024

3

08/05/2024

BIDDER:

FG Construction, LLC

(Company Name)



(Signature)

Bao Dang - Manager

(Printed Name and Title)

END OF DOCUMENT

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

**CITY OF MIRAMAR
MIRAMAR BIKE AND PEDESTRIAN IMPROVEMENTS
FDOT-LAP (437795.1)
IFB NO. 24-030 (RE-BID)
BID FORM SUMMARY**

Pay Item No.	Bid	Qty.	Unit	Unit Cost	Total
1	Mobilization (10% of Construction Cost)	1	LS	\$294,634.84	\$294,634.84
2	Insurances (GL and Workers' Comp.)	1	LS	\$117,853.94	\$117,853.94
3	Field Engineering, Layout, As-Built as required	1	LS	\$70,424.93	\$70,424.93
4	Project Administration: Project scheduling w/ updates, design submittals / Shop Drawings, permit as required.	1	LS	\$157,992.37	\$157,992.37
5	Payment & Performance Bond	1	LS	\$36,894.38	\$36,894.38
5a	Permit Fees	1	LS	\$5,868.74	\$5,868.74
6	Construction Waste Management/Final Clearing	1	LS	\$5,868.74	\$5,868.74
7	Maintenance of Traffic (10% of Construction Cost)	1	LS	\$265,171.36	\$265,171.36
8	Sediment Barrier	16,601	LF	\$1.18	\$19,589.18
9	Floating Turbidity Barrier	74	LF	\$22.30	\$1,650.20
10	Inlet Protection System	30	EA	\$89.39	\$2,681.70
11	Clearing and Grubbing	1	LS	\$118,411.24	\$118,411.24
12	Root Pruning & Arborist	1	Allow	\$8,803.12	\$8,803.12
13	Removal of Existing Concrete	7,526	SY	\$16.27	\$122,448.02
14	Regular Excavation	2,204.1	CY	\$29.71	\$65,483.81
15	Embankment	854.7	CY	\$19.70	\$16,837.59
16	Type B Stabilization (12")	6,179	SY	\$4.81	\$29,720.99
17	Optional Base Group 1	3,964	SY	\$18.24	\$72,303.36
18	Optional Base Group 6	79	SY	\$48.10	\$3,799.90
19	Optional Base Group 9	556	SY	\$50.62	\$28,144.72
20	Milling Existing Asphalt Pavement, 1" Average Depth	4,584	SY	\$5.19	\$23,790.96
21	Superpave Asphaltic Concrete (Traffic B)	327.0	TN	\$186.84	\$61,096.68
22	Superpave Asphaltic Concrete (Traffic C) (PG76-22)	37.1	TN	\$1,009.68	\$37,459.13
23	Asphaltic Concrete Friction Course, Traffic C, FC-9.5, PG76-22	282.7	TN	\$280.22	\$79,218.19
24	Inlets, Curb, Type 9, <10'	2	EA	\$6,073.18	\$12,146.36
25	Inlets, Curb, Type P-6, <10'	1	EA	\$8,076.35	\$8,076.35
26	Inlets, DT Bot, Type C, <10'	27	EA	\$3,182.12	\$85,917.24
27	Inlets, DT Bot, Type D, <10'	3	EA	\$3,406.88	\$10,220.64

28	Inlets, Closed Flume	3	EA	\$5,349.70	\$16,049.10
29	Manholes, P-7, Partial	3	EA	\$3,742.76	\$11,228.28
30	Inlets, Adjust	2	EA	\$3,009.22	\$6,018.44
31	Manhole, Adjust, Utilities	5	EA	\$3,009.22	\$15,046.10
32	Valve Boxes, Adjust	26	EA	\$798.22	\$20,753.72
33	Meter Boxes, Adjust	3	EA	\$645.56	\$1,936.68
34	Yard Drain	1	EA	\$7,155.30	\$7,155.30
35	Pipe Culvert, Optional Material, Round, 15" S/CD	76	LF	\$156.96	\$11,928.96
36	Pipe Culvert, Optional Material, Round, 18" S/CD	120	LF	\$159.94	\$19,192.80
37	Pipe Culvert, Optional Material, Round, 24" S/CD	9	LF	\$364.34	\$3,279.06
38	Concrete Curb and Gutter, Type F	1,424	LF	\$35.08	\$49,953.92
39	Concrete Curb, Type D	70	LF	\$40.94	\$2,865.80
40	Concrete Sidewalk, 4" Thick	11,098	SY	\$42.95	\$476,659.10
41	Concrete Sidewalk and Driveways, 6" Thick	2,192	SY	\$62.38	\$136,736.96
42	Detectable Warnings	697	SF	\$29.47	\$20,540.59
43	Performance Turf, Sod	22,499	SY	\$8.22	\$184,941.78
44	Conduit, Furnish & Install, Open Trench	58	LF	\$38.52	\$2,234.16
45	Pull & Splice Box, F&I, 13" x 24" Cover Size	3	EA	\$2,605.70	\$7,817.10
46	Aluminum Signals Pole, Pedestal	5	EA	\$4,620.25	\$23,101.25
47	Aluminum Signals Pole, Remove	3	EA	\$723.64	\$2,170.92
48	Pedestrian Signal, Furnish & Install LED Countdown, 1 Way	4	AS	\$1,447.67	\$5,790.68
49	Pedestrian Detector, Furnish & Install, Accessible	6	EA	\$4,608.45	\$27,650.70
50	Pedestrian Detector, Remove - Pole/Pedestal to Remain	2	EA	\$271.37	\$542.74
51	Single Post Sign, F&I Ground Mount, Up to 12 SF	56	AS	\$581.01	\$32,536.56
52	Single Post Sign, Relocate	4	AS	\$463.63	\$1,854.52
53	Single Post Sign, Remove	10	AS	\$23.48	\$234.80
54	Raised Pavement Marker, Type B (White/Red)	94	EA	\$4.69	\$440.86
55	Raised Pavement Marker, Type B (Yellow/Yellow)	29	EA	\$4.69	\$136.01
56	Painted Pavement Markings, Standard, Yellow, Island Nose	25	SF	\$2.35	\$58.75
57	Painted Pavement Markings	1	LS	\$9,424.66	\$9,424.66
58	Thermoplastic, Standard, White, Solid, 12" for Crosswalk and Roundabout	263	LF	\$3.52	\$925.76
59	Thermoplastic, Standard, White, Solid, 18" for Diagonals and Chevrons	102	LF	\$5.28	\$538.56
60	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk	151	LF	\$7.04	\$1,063.04

61	Thermoplastic, Standard, White, 2-4 Dotted Guideline/6-10 Gap Extension, 6"	0.145	GM	\$2,582.25	\$374.43
62	Thermoplastic, Standard, White, Message or Symbol	63	EA	\$93.90	\$5,915.70
63	Thermoplastic, Standard, White, Arrow	7	EA	\$140.85	\$985.95
64	Thermoplastic, Preformed, White, Message or Symbol	31	EA	\$340.39	\$10,552.09
65	Thermoplastic, Preformed, White, Arrow	31	EA	\$211.27	\$6,549.37
66	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	0.999	GM	\$9,296.09	\$9,286.79
67	Thermoplastic, Standard-Other Surfaces, White, Skip, 6", 10-30 Skip or 3-9 Lane Drop	0.266	GM	\$2,582.25	\$686.88
68	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	0.178	GM	\$9,296.09	\$1,654.70
69	Thermoplastic, Remove Existing Thermoplastic Pavement Markings - Surface to Remain	363	SF	\$4.69	\$1,702.47
70	Fire Hydrant, Relocate	3	EA	\$5,506.39	\$16,519.17
71	Tree Removal	1	Allow	\$7,042.49	\$7,042.49
72	Geotextile Fabric (Alternate Bid Item)	812	SY	\$2.17	\$1,762.04
73	Additional Sitework Allowance, As needed (all unused allowances will be returned to the City)	1	LS		\$20,000
TOTAL BID:					\$2,946,348.43

BID FORM SUMMARY

TOTAL BID AMOUNT: \$2,946,348.43
(Write Amount in Figures)

TOTAL BID AMOUNT: Two Million Nine Hundred Forty Six Thousand Three Hundred
Forty Eight Dollars and Forty Three Cents
(Write Amount in Words)

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

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

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be

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

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

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

Project/Development Name: **MIRAMAR BIKE AND PEDESTRIAN IMPROVEMENTS
FDOT-LAP (437795.1), IFB NO. 24-030 (RE-BID)**

Contractor Company Name: FG Construction, LLC

Contractor Acknowledgement Bao Dang - Manager

Print Name/Title

Signature

Date: 08/05/2024

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.

<u>Work to be Performed</u>	<u>Subcontract or License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name and Address</u>
1. Pavement Markings & Signage		2.5%	P & J Striping Inc 3901 NW 29 Ave Miami, FL 33142
2. Electrical		2.3%	Signal Technology Inc 5061 Oaks Rd Davie, FL 33314
3. Milling & Paving		5.8%	Navcon Engineering, LLC 10965 SW 136th St Miami, FL 33176
4. Hauling		8.2%	Stanford & Sons Trucking Corporation DBA Stanford Construction Company 1081 NW 12 Terrace Pompano Beach, FL 33069
5.			
6.			

Note: Attach additional sheets if required.

END OF DOCUMENT

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

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

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

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

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

Equipment/Material Item

Supplier

See Attached - Equipment List

A. _____

B. _____

A. _____

B. _____

A. _____

B. _____

A. _____

B. _____

END OF DOCUMENT

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
A01	Auger Attachment
A02	Hammer CAT B8 Attachment
A03	Auger Driver McMillen x1975D Attachment
A04	Bucket 35" w/Teeth Attachment
A05	Stanley Hammer MB05 Attachment
A06	Bucket 25" w/Teeth Attachment
A07	Bucket 25" w/Teeth Attachment
A08	Stanley Hammer MB05 Attachment
A09	Trencher XR21S Attachment
A10	Erskine Dust Control Water Kit
A11	Sweeper Bucket Model 60 Attachment
A12	Bucket 72" w/Blade Attachment
A13	Stanley Hammer MB05 Attachment
A14	Bucket 77" w/Blade Attachment
A15	Bucket 73" w/Teeth Attachment
A16	Bucket 67" w/Blade Attachment
A17	Bucket 72" w/Blade Attachment
A18	Forks 48" Attachment
A19	Bucket 22" w/Teeth Attachment
A20	Bucket 16" w/Teeth Attachment
A21	Bucket 78" w/Blade Attachment
A22	Bucket 73" w/Teeth Skeleton Rock Bucket
A23	Bucket 72" w/Blade Attachment
A24	Planer Attachment
A25	Bucket 79" w/Blade Attachment
A26	Concrete Bucket 60" Wide Attachment
A27	Sweeper
A28	48" Forks (Yard)
A29	Forks 48"
A30	Forks 48"
A31	Buckrack Bag Filler
A32	Forks 55" for L30
A33	Volvo Bucket
A34	Takeuchi Bucket VG-ST-LPLV-CE-7"9"1829-00
A35	Paladin Hammer
A36	Paladin Hammer

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
A37	Paladin Auger
A38	Paladin Water Kit
A39	Paladin Forks
A40	Paladin Forks
A41	Paladin Forks
A42	Paladin Forks
A43	Paladin Forks
A44	Paladin Forks
A45	Paladin Forks
A46	Paladin Forks
A47	Takeuchi Bucket
A48	Takeuchi Bucket
A49	Takeuchi Bucket
A50	Takeuchi Bucket
A51	NB160 Nitrogen Breaker-2023
A52	NB160 Nitrogen Breaker-2023
EQ02	Skid Steer S740
EQ03	Skid Steer 763
EQ04	S750 Bobcat Skid Steer Loader (it4)
EQ05	Skid Steer T750 Tracks
EQ06	Mini Excavator 325
EQ09	Volvo Roller DD22
EQ10	Concrete Pump C-30HD
EQ11	Light Tower
EQ12	Curb Fox 5000 T Slipform Paver
EQ15	Tack Machine L150
EQ16	Thermoplastic Striping Machine 24H624
EQ17	Thermoplastic Striping Machine 24H624
EQ18	Concrete Walk-Behind Saw C1318P
EQ20	Billy Goat Blower F1302H
EQ22	Bobcat T770
EQ29	Walk-Behind Curber PC-150
EQ34	Skid Steer T750
EQ36	1990 John Deere Loader 644E
EQ37	Cesars Screen Machine
EQ43	Bobcat E85 Excavator

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
EQ44	Magnum Light Tower MLT3060M-01
EQ45	Magnum Light Tower MLT3060M-01
EQ46	Magnum Light Tower MLT3060M-01
EQ47	Takeuchi TL 12R2R Track Loader
EQ48	Takeuchi TL 12R2R Track Loader
EQ49	Takeuchi TL 12R2R Track Loader
EQ50	Takeuchi TL 12R2CRH Track Loader
EQ51	Volvo DD25B Double Drum Roller
EQ52	Volvo L60H Wheel Loader w/Cab
EQ53	Club Car Precedent Golf Cart
EQ54	Single Drum Roller DSD115B
EQ55	Volvo ECR145EL Crawler Excavator
EQ56	NorAm 65E Motor Grader 120 HP
EQ57	Caterpillar Backhoe Loader Model 420F2 with Werkbrau Rock Bucket for 416/420 Backhoe Loader 24 in. SN EQ0087127 Caterpillar B8 Hammer for Backhoe Loader SN EQ0087306
EQ61	LayMor SM300-8 Sweep Ride On
EQ62	Volvo L30GS
EQ63	Volvo L30GS
EQ64	Takeuchi TB290CR
EQ65	TAkeuchi TL12V2CRH
EQ67	Caterpillar 287D Loader
EQ68	2020 Volvo EC350EL Excavator
EQ69	Takeuchi TB216 Mini Excavator
EQ70	Magnum Light Tower MLT3060M-01
EQ71	Magnum Light Tower MLT3060M-01
EQ72	Magnum Light Tower MLT3060M-01
EQ73	Magnum Light Tower MLT3060M-01
EQ74	Magnum Light Tower MLT3060M-01
EQ75	Magnum Light Tower MLT3060M-01
EQ76	Bakercorp Pump 12" BP1212LSPD154AS
EQ77	Magnum Light Tower MLT3060M-01
EQ78	Magnum Light Tower MLT3060M-01
EQ80	2020 John Deere 310L Backhoe
EQ81	John Deer 190G 190GW FT4 Wheeled Excavators

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
EQ83	JLG Lift 400S
EQ84	John Deere 26G Excavator
EQ85	Graco Stripper
EQ86	MWI Pumps Trailer CT4 T03 AY94JK
EQ87	Arrowboard M90EZ
EQ88	Arrowboard M90EZ
EQ89	2021 John Deere 650K Crawler Dozer
EQ90	2019 Power Curbers Curb Machine 5700C
EQ91	2021 Yamaha FX Cruiser SVHO
EQ92	2023 Sea-Doo FishPro
EQ93	Takeuchi Excavator
EQ94	Hyster H50CT Fork Lift
EQ95	Vibra Wacker Plate Compactor
EQ96	2023 John Deere Excavator 135P
EQ97	2022 Bobcat Compact Track Loader T770 T4
EQ98	2022 Bobcat Compact Track Loader T770 T4
EQ99	Stark USA 6.5 HP Walk-Behind Cement Trowel 22" Concrete surface finisher
H094	Graco Stripper
H119	Ditch Witch Trencher
H126	Teran C160L Reversible Plate Compactor
H127	Reversible Compactor Bomag
H128	Reversible Compactor Wacker Neuson
H129	Reversible Compactor
H132	Reversible Compactor Wacker Neuson
H133	Teran C160L Reversible Plate Compactor
H163	Wacker Neuson Compactor
H163	Wacker Neuson Compactor
H164	Wacker Neuson Compactor
H165	Reversible Compactor
H166	Wacker Neuson Compactor
H167	TMG PC330K Reversible Plate Compactor
H181	Wacker Neuson Compactor
H202	Edco TG10-11H Concrete Grinder
H208	Power Corners Curb Machine
H209	Bomag Reversible Tamper
H217	Wacker Neuson Reversible Compactor

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
H218	Norton Walk Behind Saw
H219	Predator 6500 Watt Generator
H221	Predator 6500 Watt Generator
H222	Predator 6500 Watt Generator
H223	Makita Drill Set (Impact Drill, Regular Drill, and Charger)
H224	Pump Jesus
H225	Bauer SDS Max Rotary Hammer
H226	Bauer SDS Max Rotary Hammer
H227	Echo Chainsaw CS-490
H228	Backflow Tester
H229	Reed Thru Bolt Ratchet Wrench
H230	Raptor 1-1/4 in. Adjustable Wrench
H231	DEWALT Impact Socket Set, 23-Piece, 1/2" Drive Metric/SAE
H232	Predator 2" Water Pump
H234	Echo Chainsaw CS-3510
H235	Echo Backpack Blower PB-580T
H236	Milwaukee Grease Gun
H237	Milwaukee Grease Gun
H238	Milwaukee Grease Gun
H239	Milwaukee Grease Gun
H240	Milwaukee Grease Gun
H241	Milwaukee Grease Gun
H242	Porter Cable 6 Gallon Pancake Compressor
H243	Husky 3/8" Air Ratchet
H244	Predator 2" Water Pump
H245	Stihl Saw TS420
H246	3 Ball Hitch
H247	Bosch Rotary Hammer Drill RH540M
H248	Makita 1" SDS-PLUS AVT D-Handle Rotary Hammer
H249	Makita Grinder GA4530
H250	Predator 9000 Watt Generator
H251	Makita 18V LXT Lithium-Ion Compact 2-Piece Combo Kit (Driver-Drill/Impact Driver)
H252	24" Drum Fan
H253	24" Drum Fan
H254	Milwaukee Grease Gun

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
H255	Milwaukee Grease Gun
H256	Predator 9000 Watt Generator
H257	Stihl Saw TS420
H257	Power Probe 3
H258	Echo Backpack Blower PB-580T
H258	Power Probe 3
H259	Milwaukee Sawzall Saw
H259	Ironton 3" Trash Pump 97939
H260	Dewalt Angle Grinder
H260	Powertek 3" Trash Pump PT80C
H261	Bosch 1 5/8 SDS-Max Rotary Hammer Drill
H262	Stihl Saw TS420
H263	WEKA DK12 Hand Held Core Drill
H264	Stihl Saw TS420
H265	Stihl Saw TS420
H266	Dewalt 8000-Watt Portable Generator
H267	Rigid Air Compressor 6 Gallon
H268	Dewalt 20 Volt Max XR Cordless Drill
H269	GEARWRENCH 1/4 in. and 3/8 in. Drive 6-Point Standard & Deep SAE/Metric 90-Tooth Ratchet and Socket Mechanics Tool Set (106-Piece)
H270	Husky 72-Tooth Ratcheting SAE/MM Combination Wrench Set (20-Piece)
H272	Predator 9000 Watt Generator
H273	Predator 3" 301cc Gasoline Engine Full-Trash Water Pump
H274	9 gallon 212cc 135 PSI Wheelbarrow Air Compressor
H275	7.3 Amp 1 in. SDS-PLUS Type Variable Speed Rotary Hammer
H276	7.3 Amp 1 in. SDS-PLUS Type Variable Speed Rotary Hammer
H277	7.3 Amp 1 in. SDS-PLUS Type Variable Speed Rotary Hammer
H278	Predator 2" Water Pump
H279	Wacker Neuson Compactor
H280	Wacker Neuson Compactor
H281	Wacker Neuson Compactor
H282	Bauer 4.5" Grinder
H283	Bauer 4.5" Grinder
H284	Electric Brake Force Meter
H285	Electric Brake Force Meter
H286	Milwaukee M12 FUEL Stubby 3/8 in. Impact Wrench Kit (2 Ah/4 Ah)

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
H287	Ingersoll Rand Air Hammer
H288	Cobra Handheld CB Radio
H289	Cobra Handheld CB Radio
H290	Cobra Handheld CB Radio
H291	Cobra Handheld CB Radio
H292	Oztec Vibrator
H293	Oztec Vibrator
H294	Spectra Rotary Laser Kit LL300N
H295	Bosch Rotary Laser Kit
H296	Milwaukee Grease Gun
H297	Milwaukee Grease Gun
H298	Milwaukee Grease Gun
H299	Stihl Saw TS420
H300	Stihl Saw TS420
H301	Predator 9000 Watt Generator
H302	Predator 9000 Watt Generator
H303	Predator 9000 Watt Generator
H304	Predator 9000 Watt Generator
H305	Predator 9000 Watt Generator
H306	Predator 9000 Watt Generator
H307	Milwaukee Sawzall Saw
H308	Stihl Saw TS420
H309	Makita Geo Ripper
H310	Solus Scanner
H311	Dewalt Circular Saw
H312	Lufkin Measuring Wheel
H313	Makita Drill 18v LXT Lithium Ion Brushless Cordless Combo Drill (Driver-Drill/impact driver)
H314	BN PRODUCTS USA Hand-Held Mixer: M14 Threaded, 25 gal, Lock-On Trigger, 120V AC, 700 RPM Max. Speed
H315	BN PRODUCTS USA Hand-Held Mixer: M14 Threaded, 25 gal, Lock-On Trigger, 120V AC, 700 RPM Max. Speed
DT01	2008 Sterling Dump Truck
DT02	2008 Sterling Dump Truck
DT03	1998 Ford 9513 Dump Truck
DT06	2013 Mack Dump Truck
DT07	2012 Mack Dump Truck
DT08	2012 Freightliner Dump Truck

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
DT09	2007 Sterling Dump Dump Truck
DT10	2008 ITNL Dump Truck
DT11	2015 Mack Gu713
DT12	2017 Mack Dump Truck
TR01	Kia Telluride
TR01	Toyota Tundra
TR07	2002 ISU Quad Cab Long Bed Truck
TR09	2005 ISU - MOT Bed
TR15	2006 Mack Grappler Truck
TR21	2002 Chevy 3500 Silverado Dually Truck
TR22	2006 Isuzu 4D Dump MOT
TR40	2019 Ram 1500 Tradesman Quad Cab
TR41	2019 Ram 1500 2 Door
TR43	2017 Hino
TR44	2012 Ford 350
TR45	2013 Ford 350
TR46	2014 Ford 350
TR47	2002 International Water Truck
TR50	2017 Ford F350
TR51	2015 Ford F250
TR52	2015 Chevrolet, Silverado 3500
TR53	2015 Ford F250
TR54	2015 Ford F350
TR56	2015 Ford F350
TR57	2013 International Daycab
TR58	2010 Chevrolet 3500
TR59	2015 Ford Truck
TR60	2010 Chevrolet 2500
TR62	2021 Cheverolet 1500
TR63	2014 Ford F150
TR64	2016 Ford F250 - Alluminum Cage/Tool Box
TR66	2017 Ford F-250
TR67	2016 Ram Promaster Van
TR68	2017 Ford F-250
TR69	2020 Dodge Caravan SXT
TR70	2019 Ford F250
TR71	2015 Chevrolet, Silverado 3500

2024 FG Construction, LLC Equipment List



FG ID	Equipment List
TR73	2020 Chevrolet Silverado 1500
TR74	2015 Isuzu NQR Truck
TR75	2012 Ford F350 (MOT)
TR76	2008 Isuzu NRR (MOT)
TR77	2024 Chevrolet Silverado 1500
TL01	2008 Water Trailer
TL02	2016 Pace American "Striping Trailer"
TL10	Sealcoat Trailer
TL12	1992 Trailer
TL15	2001 Roll Trailer
TL16	2018 Load Runner Dump Trailer
TL17	2017 Load Runner Dump Trailer
TL20	Texas Pride Dump Trailer
TL22	2008 Golf Trailer
TL24	1990 EVA Trailer
TL25	North Star Water Pump Trailer
TL26	2007 Loud Trailer
TL27	Kaufman Trailer Deluxe Eq Tilt 7K
TL28	2004 Lofa Boat Trailer
TL30	2020 Continental Trailer Boat #2
TL32	Bigfoot Trailer
TL33	Interstate 50DLA 30 Ton 24 Ft x 8 Ft 6 In. Tri/A Equipment Trailer
TL34	Interstate 50DLA 30 Ton 24 Ft x 8 Ft 6 In. Tri/A Equipment Trailer
TL35	Magic Trail Trailer Boat #3

"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:

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

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

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

NOT APPLICABLE

END OF DOCUMENT



Notification and Acknowledgement of Waste Management Service

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

Project/Development Name: **BIKE & PEDESTRIAN IMPROVEMENTS-FDOT-LAP-IFB #24-030(RE-BID)**

Contractor Company Name: FG Construction, LLC

Contractor Acknowledgement Bao Dang - Manager

Print Name/Title


Signature

Date: 08/05/2024

END OF DOCUMENT

BIDDER'S GENERAL INFORMATION:

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

(1) CONTRACTOR'S name, address and email:
FG Construction, LLC

2701 NW 55 CT, Tamarac, FL 33309 Email: estimating@fgconstruction.com

(2) CONTRACTOR'S telephone number: 954-766-4053

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

State License No. and Expiration Date: CGC1511391 Expiration: 08/31/2024

Supplemental classification held, if any: _____

Name of Licensee, if different from (1) above: Bao Duy Dang

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

Name: Michael Grillo Date of Inspection: 07/19/2024

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

Sterling Seacrest Pritchard, Agent: James Congelio, Phone #813-361-3838

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

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

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

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
1. FT. Lauderdale Annual Sidewalk, Asphalt, and Paver Emergency Repair	\$228,200.00 11/2023	City of Fort Lauderdale - Jean Examond 101 NE 3rd Ave 21st Floor, Ft. Lauderdale 954-828-4507 jexamond@fortlauderdale.gov
2. General Roadway & Misc Bridge Maintenance & Repairs (PNC2120885B1)	\$50,203,400.00 06/2024	Broward County Highway & Bridge Maintenance - Angela Byers 1600 NW 30 Ave, Pompano Beach 954-357-4967 abyers@broward.org
3. TW Accessways and Driveways Construction Services, Roadway Maintenance Services and Drainage Services	\$1,769,600.00 On-Going/Current	Seminole Tribe of Florida - Emran Rahaman 6300 Stirling Rd, Hollywood 954-894-1060 emranrahaman@semtribe.com
4. Davie Rd Phase III Roadway Improvements	\$5,780,097.00 08/2022	Town of Davie - Jonathan Vogt 8800 SW 36 ST, Davie 954-797-1197 jonathan-vogt@davie-fl.gov

END OF DOCUMENT



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

DANG, BAO DUY
FG CONSTRUCTION, LLC
2701 NW 55TH CT
TAMARAC FL 33309

LICENSE NUMBER: CGC1511391

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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.

REFERENCE QUESTIONNAIRE

Reference for Contractor: FG Construction, LLC

Agency Giving Reference: Seminole Tribe of Florida

Person Giving Reference: Emran Rahaman

Telephone: 954-894-1060 ext. 10923

E-Mail: emranrahaman@semtribe.com

Name of Project Completed by Contractor: TW Accessways and Driveways Construction Services, Roadway Maintenance Services and Drainage Services

What was the Dollar value of the Project: \$1.7 Million

What was the Completion Date of the Project: Ongoing/Current

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

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did Contractor complete the project on time, in accordance with specifications?	YES				
Did Contractor submit excessive change orders? If yes, how many? <u>0</u>	YES			NO	
How would you rate the firm's responsiveness on administrative and service issues?	Excellent				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	Excellent				
Was this awarded under a competitive process?	Yes				
How would you rate Contractor's project management, including management of sub-contractors?	Excellent				
Would you use Contractor again?	YES			NO	
Overall, what would you rate their performance?	Excellent				

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

Additional Comments: The contractor has consistently demonstrated excellence in their work and adherence to the project schedule.

Print Name: Emran Rahaman

Title: Director of Transportation

Sign Name: 

Date: 07/22/2024

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

REFERENCE QUESTIONNAIRE

Reference for Contractor: FG Construction, LLC

Agency Giving Reference: City of Coral Springs

Person Giving Reference: Glen Gordon

Telephone: 954-345-2219

E-Mail: ggordon@coralsprings.gov

Name of Project Completed by Contractor: PNC2119229C1 Wiles Rd and Coral Springs Drive Intersection Improvements

What was the Dollar value of the Project: \$638,422.00

What was the Completion Date of the Project: 06/2022

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

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

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

Additional Comments: _____

Print Name: GLEN GORDON

Title: STREETS MANAGER

Sign Name: *Glen Gordon*

Date: 7/22/24

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

REFERENCE QUESTIONNAIRE

Reference for Contractor: FG Construction, LLC

Agency Giving Reference: City of Fort Lauderdale

Person Giving Reference: Jean Examond

Telephone: 954-828-4507

E-Mail: jexamond@fortlauderdale.gov

Name of Project Completed by Contractor: FT. Lauderdale Annual Sidewalk, Asphalt

What was the Dollar value of the Project: \$228,200.00

What was the Completion Date of the Project: 11/2023

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

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

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

Additional Comments: FG Construction is a very reliable and responsive construction contractor

Print Name: Jean Examond

Title: Senior Project Manager

Sign Name: 

Date: 7/24/2024

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



2701 NW 55th Court,
Tamarac, Florida 33309
O: 954.766.4053 ◊ F: 866-791-3135

Bao Dang, PE, CGC, Principal

Mr. Dang has over 27 years of public and private sector experience in heavy civil design, permitting, construction, and construction management. He specializes in road construction projects and holds both Professional Engineer and General Contractor licenses. His responsibilities on these projects include preparing shop drawings, RFIs, change orders, and other construction documentation, purchasing and coordinate materials delivery and other jobsite logistics, providing weekly progress reports and update to the owner, ensuring project schedule and critical path is maintained, preparing permit applications, monthly invoicing, and other support services, attend field meetings and provide technical instructions to the crews when necessary.

Construction Project History

Golden Heights Asphalt Improvements, City of Fort Lauderdale, 2023, \$500K

Role: Project Manager

Project Description: Project involves maintenance and asphalt restoration in the Golden Heights community located in the City of Fort Lauderdale. Improvement work includes milling and resurfacing, concrete and sidewalk restoration, and new pavement markings at crosswalks and intersections (**Work Class: 10, 28, 40**).

Guardrail, Fence & Accessories F&I, Broward County, 2023, \$946K

Role: Project Manager

Project Description: Project involves repairing and new guardrail installation throughout Broward County. Work types include asphalt and concrete pavement, grading, sodding, handrail and guardrail installation, crash cushion installation, fencing, pipe rail repairs, bridge and end anchorage assembly (**Work Class: 10, 11, 12, 13**).

NW 15th Street vicinity of I-95, Broward County, 2022, \$103K

Role: Project Manager

Project Description: Project involves new construction on NW 15th St. within the vicinity of I-95 overpass located in Pompano Beach. Work includes new sidewalk, swale, and guardrail installation, curb and gutter, ADA ramps, approach terminal parallel assembly, asphalt pavement, and sodding (**Work Class: 11, 13, 40**).

Commercial Blvd. between Sawgrass Expwy. and Nob Hill Rd., Broward County, 2022, \$733K

Role: Project Manager

Project Description: Project involves general roadway resurfacing on Commercial Blvd. between the Sawgrass Expressway and Nob Hill Road in the City of Tamarac. Repair work includes milling and resurfacing, additional striping for bike lanes within the project limits (**Work Class: 10, 28, 38, 40**).

Coral Ridge Dr. over C-14 Canal (Bridge No. 864098) Rehabilitation, Broward County, 2022, \$4.6 M

Role: Project Manager

Project Description: Project involves repairs made on bridge (No. 864098) located on Coral Ridge Dr. over Stranahan River (C-14 Canal) in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Sidewalk repairs, ADA ramps replacement, thermoplastic and traffic paint (**Work Class: 10, 28, 37, 38, 40**).

Oakland Park Blvd., Hiatus Rd. to NW 120th Way, Broward County, 2022, \$1.3M

Role: Project Manager

Project Description: Project involves general roadway resurfacing on W. Oakland Park Blvd. between Hiatus Rd. and NW 120th Way in the City of Sunrise. Repair work includes milling and resurfacing, striping, and roadway signs installation, concrete work as curb replacements (**Work Class: 10, 28, 38, 40**).

W. Oakland Park Blvd. Bridge (No. 868301) Over C-42 Canal, Broward County, 2021 \$3.5M

Role: Project Manager

Project Description: Project involves repairs made on the West Oakland Park bridge (No. 868301) located in Fort Lauderdale. Repair work includes structural repairs, underdeck dowel installation, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP, underwater repairs, installation of U-bars to reduce movement of the beams, traffic paint and thermoplastic (**Work Class: 10, 28, 37, 38, 40**).

Andrews Avenue Bridge Repairs, Broward County, 2021 \$1.4M

Role: Project Manager

Project Description: Project involves repairs made on the Andrews Avenue bridge located in Fort Lauderdale. Repair work includes painting the entire bridge with Class V paint. Repair concrete bridge deck, spall repairs, milling and resurfacing, traffic paint and thermoplastic (**Work Class: 3, 10, 28, 38, 40**).

NW 27th Avenue Phase II Pipe Lining, Broward County, 2020, \$1.5M

Role: Project Manager

Project Description: Project involves drainage repairs made on NW 27th Ave. between Broward Blvd. and NW 15th Ct. located in Fort Lauderdale. Repair work includes exposing buried drainage structures and structural repairs, manhole installation, pavement restoration, pipe lining, modifying road plate, and seawall repairs (**Work Class: 7, 10, 11, 40**).

NW 31st Ave. Bridge (No. 860200) Repair, Broward County, 2020, \$2.1M

Role: Project Manager

Project Description: Project involves repairs made on a bridge (No. 860200) over C-13 Canal located in Fort Lauderdale. Repair work includes milling and resurfacing, rip rap repairs, fence replacement, expansion joint replacement with polymer nosing, underdeck dowel installation, pile spall repairs, sealed concrete cracks, pavement markings, removal of existing bridge joint, and deck waterproofing (**Work Class: 9, 10, 28, 40**).

Andrews Ave - Cypress Creek Rd to RaceTrack Rd, Broward County, 2020, \$738K

Role: Project Manager

Project Description: Project involves analyzing and repairing the entire drainage system. Work types include Drainage and Dredging (**Work Class: 7, 40**).

Andrews Ave from Cypress Creek to RaceTrack Road, Broward County, 2020, \$602K

Role: Project Manager

Project Description: Project involves drainage and ADA improvements. Work types include Drainage, Paving, Grading, Sodding, Guardrail, and Concrete Sidewalk/Curb/ADA Ramps/Driveway (**Work Class: 7, 10, 11, 12, 13, 40**).

Colbert Elementary, Hollywood, 2020, \$528K

Role: Project Manager/Superintendent

Project Description: Project involves pedestrian improvements in the neighborhoods around Colbert Elementary School. Work types include Grading and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 11, 40**).

Cypress Creek Rd from NW 31st to Powerline Rd, Broward County, 2019, \$527K

Role: Project Manager

Project involves analyzing and repairing the entire drainage system. Work types include Drainage (**Work Class: 7**).

Hollywood Reservation Fencing, Seminole Tribe of Florida, 2019, \$262K

Role: Project Manager/Superintendent

Project Description: Project involves removing and installing a new wood fence in the Hollywood Reservation behind houses adjacent to Florida Turnpike. Work types include Grading and Fencing (**Work Class: 7, 9**).

Sheridan St Bridge Repair, Broward County, 2019, \$717K

Role: Project Manager

Project Description: Project involves repairing the Sheridan St Bridge. Repair work includes pavement marking, R&R intermediate bridges, joint rehab, post tension repair, fiber wrap, UV protection coating, pile spall repairs, and sealed concrete cracks (**Work Class: 37, 40**).

Coconut Creek Street Improvements, City of Coconut Creek, 2019, \$679K

Role: Project Manager

Project Description: Project involves pedestrian improvements in the Winston Park community. Work types include Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 40**).

McNab Rd Bridge over SR 7, Broward County, 2019, \$4.7 Million

Role: Project Manager

Project Description: Project involves repairing and painting the McNab Rd bridge over SR-7. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grouted beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP (**Work Class: 10, 28, 37, 38, 40**).

McNab Rd West of SR 7, Broward County, 2019, \$965K

Role: Project Manager

Project Description: Project involves widening of McNab Rd and installing concrete barrier walls. Work types include Drainage, Paving, Grading, Sodding, Concrete Median Barrier Wall, Guardrail, and Striping (**Work Class: 7, 10, 11, 12, 13, 40**).

Peters Rd – Pine Island Rd to University Dr, Broward County, 2019, \$885K

Role: Project Manager

Project Description: Project involves minor widening, drainage, and ADA improvements. Work types include Grading, Fencing, Drainage, Paving, Concrete Sidewalk/Curb/ADA Ramps/Driveway, Striping, and Sodding (**Work Class: 7, 9, 10, 11, 12, 28, 40**).

McNab Rd – Pine Island Rd to SR 7, Broward County, 2019, \$811K

Role: Project Manager/Superintendent

Project Description: Project involves analyzing and repairing the entire drainage system. Work types include Drainage and Dredging (**Work Class: 7, 40**).

Coral Ridge Dr – Atlantic to McNab, Broward County, 2018, \$731K

Role: Project Manager/Superintendent

Project Description: Project involves minor widening, drainage, and ADA improvements. Work types include Drainage, Fencing, Paving, Grading, Sodding, Striping, Signing, and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 7, 9, 10, 11, 12, 28, 38, 40**).

NW 7th Ave from Sistrunk to Sunrise, Broward County, 2018, \$630K

Role: Project Manager

Project Description: Project involves drainage repair and ADA improvements. Work types include Drainage, Grading, Striping, and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 7, 11, 28, 40**).

Andrews Ave from Oakland Park to Prospect, Broward County, 2018, \$587K

Role: Project Manager

Project Description: Project involves drainage and ADA improvements. Work types include Drainage, Paving, Grading, Striping, and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 7, 10, 11, 28, 40**).

Coral Springs Dr from Sample to Wiles, Broward County, 2017, \$597K

Role: Project Manager

Project Description: Project involves drainage and ADA improvements. Work types include Drainage, Fencing, Paving, Grading, Sodding, Striping, Signing, and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**7, 9, 10, 11, 12, 28, 38, 40**).

Hiatus Greenway, Broward County, 2014, \$2.8 Million

Role: Project Manager

Project Description: Project involves clearing and installing 8' - 12' wide shared-use path along Hiatus Rd/C-42 canal. Work types include Drainage, Paving, Grading, Sodding, Landscaping, Concrete Sidewalk/Curb/ADA Ramps/Driveway, Guardrail, Signing, and Striping (**Work classes: 7, 10, 11, 12, 18, 28, 38, 40**).

Guardrail & Accessories, Broward County, 2012, \$927K

Role: Project Manager

Project Description: Project involves repairing and new guardrail installation throughout Broward County. Work types include Paving, Grading, Sodding, and Guardrail (**Work classes: 10, 11, 12, 13**).



2701 NW 55th Court,
Tamarac, Florida 33309
O: 954.766.4053 ◊ F: 866-791-3135

Jose E. Garcia-Silverio, Project Manager

Mr. Garcia-Silverio manages and oversees daily operations to ensure efficient operations and safety in every department. Providing direction, leadership, support, focus and guidance for our team. Company designated Safety Officer – manages preventative care, safety and compliance training programs. Monitor compliance with OSHA standards, including health and safety statues and regulations, by updating the current safety protocols. Project responsibilities also include preparing shop drawings, RFIs, change orders, and other construction documentation, purchasing and coordinate materials delivery and other jobsite logistics, providing weekly progress reports and update to the owner, ensuring project schedule and critical path is maintained, preparing permit applications, monthly invoicing, and other support services, attend field meetings and provide technical instructions to the crews when necessary.

Construction Project History

Roosevelt Gardens Sidewalk Improvements, Broward County, 2023, \$2.3M

Role: Project Manager

Project Description: Project involves drainage, sidewalk, and swale improvements located at 2773 NW 12th Court in Fort Lauderdale. Improvements include restoration of sidewalks and driveways. Installation of ADA warning pad ramps and restoration of swale areas. **(Work Class: 7, 40)**

Coconut Creek Pkwy over FL Turnpike, Broward County, 2023, \$164K

Role: Project Manager

Project Description: Project involves repairs of chain link fencing and fencing posts on Coconut Creek Pkwy over the Florida Turnpike in Coconut Creek. Repairs include cleaning and sealing concrete cracks on sidewalks, drilling holes for pressure grouting for pipes, pour joints with backer rod, removal/disposal, and installation of chain link of fencing. **(Work Class: 9, 40)**

Deerfield Island Nature Center, Broward County, 2023, \$728K

Role: Project Manager

Project Description: Project involves pathway rebuilding to meet ADA requirements at 1720 Deerfield Island Park located in Deerfield Beach. Work includes clearing and grubbing, embankment, French drain aggregate with ballast rock, Type B stabilization, and geotextile filter fabric. **(Work Class: 11, 40)**

Washington Road Roadway, West Palm Beach, 2023, \$368K

Role: Project Manager

Project Description: Project involves sidewalk and curb improvements at Washington Road in West Palm Beach. Work includes clearing and grubbing, removal of existing concrete (curb, driveway, sidewalk), replacement of concrete curb & gutter, sidewalks, driveway, ADA detectable warnings. **(Work Class: 11, 40)**

NW 17th Street Multiple Bridge Maintenance and Repairs (No. 868000 & 868037), Plantation, 2022, \$150K

Role: Project Manager

Project Description: Project involves maintenance and repairs on two bridges located in the City of Plantation. Bridge No. 868000 is located at NW 17th St. approximately 200' south of Pine Island Rd. and Bridge No.

868037 is located at SW 16th St. between SW 54th and SW 55th Ave. Repair work includes structural repairs, concrete barrier wall replacements, rip rap repairs, slope protection undermining repairs, sealed concrete cracks, concrete railing end replacement, handrail and guardrail installation, ADA ramps, sidewalks, and sodding. **(Work Class: 12, 13, 37, 40)**

NW 27th Ave. over Canal C-12 (Bridge No. 864078) Repairs, Broward County, 2022, \$2.2 Million

Role: Project Manager

Project Description: Project involves maintenance and repairs on Bridge No. 864078 over Canal C-12 (NW 27th Ave. from Sunrise Blvd. to Broward Blvd.). Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40)**

Franklin Park Improvements, Broward County, 2022, \$760K

Role: Project Manager

Project Description: Project involves sidewalk and curb ramp improvements at Franklin Park located in Fort Lauderdale. Repair work includes concrete sidewalk and driveways, lime rock installation, curb and gutter, concrete curb Type D, APA compliant curb ramps, sodding. **(Work Class: 12, 40)**

Dixie Highway Streetscape Improvements, Pompano Beach, 2023, \$9.2M

Role: Project Manager

Project Description: Subcontracted to handle sitework at 1 Atlantic Blvd. CROW (City Right of Way; Dixie Hwy & Atlantic Blvd. Intersection) located in Pompano Beach. Improvement work includes installation of F-curb and sidewalk, milling and resurfacing, sawcut pavement edges, clearing and grubbing, handrail repairs, ADA ramps with detectable warning surface, pavement markings, and sidewalk restoration. **(Work Class: 10, 28, 40)**

Downtown Bus Terminal Concrete Pavement Repairs, Broward County, 2022, \$406K

Role: Project Manager

Project Description: Project involves repairs made at the Downtown Bus Terminal located at W. Broward Blvd. & Brickell Ave. in Fort Lauderdale. Repairs include removal of existing concrete sidewalks, pavement or slope pavements, curb and gutters, reinforcing steel, concrete pour for sidewalks, and sealed concrete cracks. **(Work Class: 40)**

Sheridan St. over FL Turnpike (Bridge No. 860155) Repairs, Broward County, 2022, \$778K

Role: Project Manager

Project Description: Project involves repairs made on Bridge No. 860155 located on the south bound lane of Sheridan St. over FL Turnpike in Davie. Repair work includes pavement marking, R&R intermediate bridges, joint rehab, post tension repair, fiber wrap, UV protection coating, pile spall repairs, and sealed concrete cracks. **(Work Class: 10, 28, 37, 40)**

Previous experience

09/2014 - 05/2022, Argos USA, LLC, Miami, FL 33182

District Manager (Miami-Dade, Broward and Palm Beach)

Managed the development and growth of South Florida Market from inception. Develop teamwork among all operational departments while upholding company guidelines, policies and procedures, while simultaneously maintaining morale across all department levels. Responsible for operating budget, capital expenditure and sales revenue for the Miami market - \$11.5 million in gross sales. Provide direction, leadership, support, focus, and guidance for a team of 30 employees, to ensure that safe and efficient

operating procedures are executed in every department. Manage operational cost, production efficiencies, raw material inventory, and monthly inventory reports. Developed and improved inventory reporting practices to ensure accuracy – consumption excel spreadsheet. Developed and improved quality control tracking and procedures – moisture control sheet. Currently used in various areas of the Argos footprint. Participate in the selection, hiring, training, disciplinary, and discharge process of all employees. Effectively increased the margins over material by +30% during a down market by working together with the sales, quality control, fleet maintenance and production teams. Daily contact with wide spectrum of customers, from company presidents to individual workers on the job site to ensure complete customer fulfillment. Cross selling of products to increase revenue (example – fiber, color). Identifying specialty work to maximize profits – (DOT – Drill Shafts). Maintained a high employee morale by effective communication and organization of employee concerns. Manage, coordinate, and enforce the OSHA safety regulations. Maintained excellent facility operation through proper management of preventive maintenance program. Responsible for the safety implementation and adhesion of all safety policies and regulations in the South Florida market. Responsible for the adhesion of FDOT rules and regulation for drivers. Managed the investigation, reporting, and post-accident procedures for all accidents – preventable and non-preventable.

07/2004 – 09/2014. Vulcan Materials Company – Florida Rock Division. Miami, FL 333182

Load out Supervisor (Miami Quarry) (11/2010 – 09/2014)

Responsible for the day-to-day operation, cost, employees, and equipment of the load out facilities, to include the scale, yard, and rail loading facility.

Area Operations Manager (Miami-Dade, Broward and Palm Beach) (11/2007 – 10/2010)

Provide direction, leadership, support, focus, and guidance for seven supervisors, who manage 77 employees, to ensure that safe and efficient operating procedures are executed in every department. Responsibilities include three ready mix plants, two fleet shops and a block production facility each with a dispatch office: ranging from South Palm Beach County to Miami-Dade County. Responsible for operating budget, capital expenditure and sales revenue of \$20 million dollars.

Sales Representative (Miami-Dade, Broward and Palm Beach) (01/2005 – 11/2007)

Responsible for generating the yearly sales of the North Broward and South Palm Beach counties with gross sales of over \$5.6 million. Maintain close rapport with both internal and external customers in order to generate sales and always ensure maximum customer satisfaction. Successfully sell ready mix and building material products to general contractors and sub-contractors. Proven ability to manage various top accounts for Florida Rock Industries, Inc. while generating brand awareness and sales by educating customers on company products.

Ready Mix Plant Manager (Miami Area) (01/2005 – 10/2005)

Managed effectively a fleet size of 31 pieces of equipment, with a gross value of \$15.5 million dollars. Minimized operations cost 15% by proper management of employee schedules and company assets.

Customer Service Presentative (Miami Area) (07/2004 – 01/2005)

Responsible for daily scheduling of orders and deliveries with gross sales of about \$12 million per year. Daily preparation of driver schedule to ensure prompt and productive delivery of materials.

12/2003 – 07/2004. Financial Manager. IAGS Medical Office. Miami, FL 33174

Expanded clientele base by over 150% by contacting existing clients and attaining new referrals. Researched market competition and their prices to stay ahead of key players in the industry. Consistently attained company quota of client retentions and growth. Increased revenue by over 20% per month while maintaining exceptional levels of customer satisfaction. Reconciled bookkeeping records to computer records for over 150 accounts. Managed yearly budget of over 200 thousand dollars, including purchases, payroll, and equipment repairs.

02/2001 – 11/2003. US Marine Corps. Havelock, NC

Recipient of the "Navy Achievement Medal" for outstanding performance of duties.
Recipient of the "National Defense Medal" for military service during time of war.
Crash Fire Rescue School, (top 5% of class)



2701 NW 55th Court,
Tamarac, Florida 33309
O: 954.766.4053 ◊ F: 866-791-3135

Michael Grillo, Project Manager

Mr. Grillo has over 45 years of public and private sector experience in heavy civil construction & construction management, specializing in FDOT road construction projects, including grading, milling & paving, drainage, concrete, ADA, signalization, lighting, signing, and pavement marking, and landscaping and irrigation installation. Project responsibilities include preparing shop drawings, RFIs, change orders, and other construction documentation, purchasing and coordinate materials delivery and other jobsite logistics, providing weekly progress reports and update to the owner, ensuring project schedule and critical path is maintained, preparing permit applications, monthly invoicing, and other support services, attend field meetings and provide technical instructions to the crews when necessary.

Construction Project History

Davie Rd. from SW 39th St. to Griffin Rd., Town of Davie Florida: 2022, \$5.5M

Role: Project Manager

Project Description: Project involve ¾ mile long Streetscape project from SW 39th Street to Griffin Road on Davie Road in Davie. Repair of work includes upgrading the drainage system, removal, and replacement of curbs and median, installation of 61 light poles with synchronized lighting, mast arm traffic signal, pedestrian signals, stripping, irrigation system and landscaping in the median, new brick paver sidewalk and ADA ramps, and mid-block crossings which included RRFBs, milling and paving, signing and pavement marking. **(Work Class: 7, 11, 12, 18, 38, 39, 40)**

Salerno Rd. (1.68 miles): from SR 76 to Willoughby Blvd., Martin County, Florida 2022, \$1.62M

Role: Project Manager

Project Description: Project involves Salerno Road resurfacing and bike lanes on SE Salerno Rd from State Rd 76/South Kanner Hwy to SE Willoughby Boulevard in Stuart. Repair work includes installation of drainage piping and exfiltration piping/trenching, erosion control, clearing and grubbing, excavation, fill and embankment, drainage structures and piping, Bahia sod, realigning sidewalks, milling, paving, and pavement markings. **(Work Class: 7, 11, 12, 28, 40)**.

Florida Mango Rd. over PBC L-2 Canal Bridge, Palm Beach County, Florida 2021, \$841K

Role: Project Manager

Project Description: Project involves bridge replacement on Florida Mango Road south of Old Okeechobee Road, North of Belvedere Road over PBC L-2 Canal Bridge in Palm Beach County. Repair work is to replacement of existing bridge with two 58" x 91" elliptical pipes and included building 2 large headwalls, extensive dewatering, rubble rip rap down the canal on both sides of the bridge, sidewalk, milling and resurfacing, signing, sodding and pavement markings. **(Work Class: 7, 11, 12, 28, 38, 40)**

NW Quad Drainage Improvements, NW 50th St. Culvert, City of Lauderhill, Florida, 2020, \$389K

Role: Project Manager

Project Description: Project involves NW Quad drainage improvements to NW 50th Street in Lauderhill. Repair work includes demolition as need, earthwork, construction of RCP drainage culverts crossing NW

50th Street with concrete headwalls connecting City Canals 28 and 37, catch basin risers, catch basin and 15" HDPE storm drainage pipe, sand cement retaining walls, concrete maintenance boat ramp, modifications to existing sanitary sewer force main and existing water main, replacement of existing sidewalk, replacement of existing fence and concrete columns, the addition of stamped concrete drive-off areas, replacement of sod, dewatering, milling and paving, signing and pavement markings. **(Work Class: 7, 9, 11, 12, 38, 40)**

Kudza Rd. over LWDD L-8 Canal, Palm Beach County, Florida, 2020, \$754K

Role: Project Manager

Project Description: Project involves replacement of bridge on Kudza Road over LWDD L-8 Canal in Palm Beach County. Repair work includes 6' x 12' box culvert and included installing 2 pre-cast headwalls, clearing & grubbing, drainage, rubble rip rap down both sides of the canal, pedestrian/bicycle railing, milling, and resurfacing, signing and pavement markings. **(Work Class: 7, 9, 11, 12, 38, 40)**

Taxiways P5, C, P9 and P10 Widening and PAPI Replacement, Boca Raton Airport, Boca Raton, 2020, \$88K

Role: Project Manager

Project Description: Project involves widening of Taxiways P5, C, P9, and P10 and PAPI replacement at Boca Raton Airport. Work includes grading and resurfacing, soil erosion, demolish taxiway markings and concrete flume, modify drainage structure, pavement markings, sodding, and replace PAPI LED System. **(Work Class: 7, 9, 11, 12, 38, 40)**

Intersection Improvements at Wiles Rd. and Coral Springs Dr., Broward County, Florida, 2020, \$629K

Role: Project Manager

Project Description: Project involves intersection improvements at Wiles Road and Coral Springs Drive in Coral Springs. Repair work includes installing 4 new mast arms, removing an existing strain pole signal system, remove, and replace curb and gutter, ADA ramps, milling and paving, replace sidewalks and driveways, relocate landscaping, signing and pavement markings. **(Work Class: 9, 11, 12, 38, 40)**

Rock Island Rd. and Southgate Blvd. Intersection Improvements, Broward County, Florida, 2020 \$616K

Role: Project Manager

Project Description: Project involves intersection improvements at Rock Island Rd and Southgate Blvd in North Lauderdale and Margate. Repair work includes installing 4 new mast arms, removing an existing strain pole signal system, curb and gutter, sidewalks and driveways, sodding, ADA ramps, milling and paving, signing and pavement markings. **(Work Class: 9, 11, 12, 38, 40)**

SR 944 from East of NW 7th Ave to Biscayne Blvd, FL Dept. of Transportation District 6, 2018, \$2.9M

Role: Project Manager

Project Description: Project includes widening, milling/paving, drainage, concrete, lighting, signalization, and signing and pavement marking. **(Work Class: 7, 8, 10, 11, 28, 38, 39, 40)**

SR 5 at SW 200th St, FL Dept. of Transportation District 6, 2018, \$930K

Role: Project Manager

Project Description: Project includes widening, milling/paving, concrete, lighting, signalization, landscaping, and signing and pavement marking. **(Work Class: 8, 10, 11, 18, 28, 38, 39, 40)**

Ft. Lauderdale Executive Airport Taxiway Intersection Improvements, City of Ft. Lauderdale, 2017, \$1.4M

Role: Project Manager

Project Description: Project includes widening, milling/paving, concrete, airport lighting, and pavement marking. **(Work Class: 8, 10, 11, 28, 40)**

SR 934 from NW 14th Ave to N. Bayshore Dr., FL Dept. of Transportation District 6, 2016. \$8.1M

Role: Project Manager

Project Description: Project includes drainage, concrete, asphalt paving, lighting, signalization and signing and pavement marking. (Work Class: 7, 8, 10, 28, 38, 39, 40)

SR 934 from East of North Bayshore Drive to Bay Drive West, FL Dept. of Transportation District 6, 2016. \$5.2M

Role: Project Manager

Project Description: Project includes milling/paving, concrete, TMS, 2 bridge rehabs, lighting, signalization, and signing and pavement marking. (Work Class: 8, 10, 28, 37, 38, 39, 40)

Ft. Lauderdale Executive Airport Runway 9/27 & Runway 13/31 Pavement Rehab, City of Ft. Lauderdale, 2016. \$693K

Role: Project Manager

Project Description: Project includes shoulder reconstruction, milling/paving, concrete, airport lighting, and pavement marking. (Work Class: 8, 10, 11, 28, 40)

SR A1A at 67th St. and 69th St. Intersection Improvements, FL Dept. of Transportation District 6, 2015. \$650K

Role: Project Manager

Project Description: Project is to improve two intersections including installing new mast arms and widening. (Work Class: 8, 10, 11, 28, 38, 39, 40)

SR 5 from North of NE 196th St to N of NE 213th St, FL Dept. of Transportation District 6, 2015. \$3.5M

Role: Project Manager

Project Description: Project includes widening, milling/paving, concrete, lighting, signalization, and signing and pavement marking. (Work Class: 8, 10, 11, 28, 38, 39, 40)

SR 94 from West of SW 127th Ave to West of SW 122nd Ave, FL Dept. of Transportation District 6, 2015. \$1.2M

Role: Project Manager

Project Description: Project includes widening, milling/paving, concrete, lighting, signalization, and signing and pavement marking. (Work Class: 8, 10, 11, 28, 38, 39, 40)

City of Plantation Water Distribution System \$989K

Role: Project Manager

Project Description: Project includes installation of a new water line system in a residential neighborhood South of Broward Blvd. (Work Class: 40)

Miami Dade County Public Schools - Central Sewer Systems - over 20 schools totaling \$14M

Role: Project Manager

Project Description: This contract involved multiple school locations by removing septic tanks, installing a central sanitary sewer system including a force main traveling on public rights-of-way to an existing force main or lift station. All work off school property was under the authority of Miami Dade County Water & Sewer Department (Work Class: 40)



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Victor Gabriel Aponte, Project Manager

Mr. Aponte has been a construction project manager with over 6 years of experience in road construction and bridge restoration projects. He has been responsible for over \$15M of bridge maintenance projects in South Florida. His project responsibilities include ensuring that safety protocols and equipment are in place, preparing shop drawings, RFIs, change orders, and other construction documentation, purchasing and coordinate materials delivery and other jobsite logistics, providing weekly progress reports and update to the owner, ensuring project schedule and critical path is maintained, preparing permit applications, monthly invoicing, and other support services, attend field meetings and provide technical instructions to the crews when necessary.

Construction Project History

Atlantic Blvd. over East Outfall Canal (Bridge No. 864048) Rehabilitation, Broward County, 2022, \$2.6 Million

Role: Project Manager

Project Description: Project involves repairs on Bridge No. 864048 over East Outfall Canal located in Margate. Project is located at Atlantic Blvd. from Ramblewood Dr. to Rock Island Rd. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40)**

Lakeview Dr. over Canal C-2 (Bridge No. 864114 & 864115) Repairs, Broward County, 2022, \$1.7 Million

Role: Project Manager

Project Description: Project involves repairs on two bridges located in Coral Springs. Bridge No. 864114 & 864115 over East Outfall Canal. Project is located at Lakeview Dr. east from Coral Ridge Dr. Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40)**

SE 3rd Ave. over Tarpon River (Bridge No. 864069) Repair, Broward County, 2022, \$1.4 Million

Role: Project Manager

Project Description: Project involves repairs made on Bridge No. 864069 located on SE 3rd Ave. over Tarpon River in Fort Lauderdale. Repair work includes concrete work, built ADA ramps compliant, thermoplastic and traffic paint, structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. . (Work Class: 10, 28, 37, 40)

Old Griffin Rd. over C-10 Canal (Bridge No. 864073) Repair, Broward County, 2022, \$1.2 Million

Role: Project Manager

Project Description: Project involves repairs made on Bridge No. 864073 located on Old Griffin Rd. over the C-10 Canal in Dania Beach. Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. (Work Class: 10, 28, 37, 40)

N. Andrews Ave. over South Fork Middle River (Bridge No. 860156) Repairs, Broward County, 2022, \$2.1 Million

Role: Project Manager

Project Description: Project involves repairs made on Bridge No. 860156 located on N. Andrews Ave. over S. Fork Middle River in Wilton Manors. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Underwater pile repairs, thermoplastic and traffic paint. (Work Class: 10, 28, 37, 40)

Atlantic Blvd. over C-1 Canal (Bridge No. 864046 & 864047) Repairs, Broward County, 2022, \$2.3 Million

Role: Project Manager

Project Description: Project involves repairs made on two bridges (No. 864046 & 864047) located on Atlantic Blvd. over C-1 Canal in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Sidewalk repairs, ADA ramps replacement, thermoplastic and traffic paint. (Work Class: 10, 28, 37, 40)

Coral Springs Dr. over West Outfall Canal (Bridge No. 864005 & 864006) Repairs, Broward County, 2022, \$2.8 Million

Role: Project Manager

Project Description: Project involves repairs made on two bridges (No. 864005 & 864006) located on Coral Springs Dr. over West Outfall Canal in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion

joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Installation of U-bars to reduce movement of the beams, traffic paint and thermoplastic. **(Work Class: 10, 28, 37, 38, 40).**

Flamingo Rd. Bridges (No. 860149 & 864120) Over Snake Creek Canal (C-9), Broward County, 2021 \$1.8M

Role: Project Manager

Project Description: Project involves repairs made on two bridges (No. 860149 & 864120) located on Flamingo Road in Plantation. Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Installation of U-bars to reduce movement of the beams, traffic paint and thermoplastic. **(Work Class: 10, 28, 37, 38, 40).**

W. Atlantic Blvd. Bridges (No. 864006 & 864007) Over W. Outfall Canal, Broward County, 2021 \$2.8M

Role: Project Manager

Project Description: Project involves repairs made on two bridges (No. 864007 & 864007) located on NW 98th Ave. and W Atlantic Blvd. (West 400' feet), in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, thermoplastic, traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 3, 10, 28, 38, 40)**

Peters Rd - Pine Island Rd to University Dr, Broward County, 2019, \$885K

Role: Project Manager

Project Description: Project involves minor widening, drainage, and ADA improvements. Work types include Grading, Fencing, Drainage, Paving, Concrete Sidewalk/Curb/ADA Ramps/Driveway, Striping, and Sodding. **(Work Class: 7, 9, 10, 11, 12, 28, 40).**

Sheridan St Bridge Repair, Broward County, 2019, \$717K

Role: Project Manager

Project Description: Project involves repairing the Sheridan St Bridge. Repair work includes pavement marking, R&R intermediate bridges, joint rehab, post tension repair, fiber wrap, UV protection coating, pile spall repairs, and sealed concrete cracks. **(Work Class: 37, 40).**

Coconut Creek Street Improvements, Coconut Creek, 2019, \$679K

Role: Project Manager

Project Description: Project involves pedestrian improvements in the Winston Park community. Work types include Concrete Sidewalk/Curb/ADA Ramps/Driveways. **(Work Class: 40).**

Coral Ridge Dr - Atlantic to McNab, Broward County, 2018, \$731K

Role: Project Manager

Project Description: Project involves minor widening, drainage, and ADA improvements. Work types include Drainage, Fencing, Paving, Grading, Sodding, Striping, Signing, and Concrete Sidewalk/Curb/ADA Ramps/Driveways **(Work Class: 7,9, 10, 11, 12, 28, 38, 40)**.

NW 7th Ave from Sistrunk to Sunrise, Broward County, 2018, \$630K

Role: Project Manager

Project Description: Project involves drainage repair and ADA improvements. Work types include Drainage, Grading, Striping, and Concrete Sidewalk/Curb/ADA Ramps/Driveways **(Work Class: 7, 11, 28, 40)**.

Andrews Ave from Oakland Park to Prospect, Broward County, 2018, \$587K

Role: Project Manager

Project Description: Project involves drainage and ADA improvements. Work types include Drainage, Paving, Grading, Striping, and Concrete Sidewalk/Curb/ADA Ramps/Driveways **(Work Class: 7, 10, 11, 28, 40)**.



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Leonel Garcia, General Superintendent

Mr. Garcia has over 29 years' experience in roadway construction, drainage, earthwork, concrete, lighting, and underground utilities. Project responsibilities include monitoring all work performed in accordance with approved plans, internal policies and procedures, and contract documents, ordering materials for projects, giving technical instructions to the crews, ensuring the project stays on schedule and within budget, meet with clients and inspectors, and ensuring safety protocols are in place and adhered to.

Construction Project History

Coral Gardens Neighborhood Restoration, Martin County, 2023, \$1.7Million

Role: Superintendent

Project Description: Project involves restoration of drainage infrastructure in Coral Gardens subdivision located in the City of Stuart. Improvement work includes removal of existing corrugated metal pipe (CMP), high-density polyethylene pipe (HDPE), reinforced concrete pipe (RCP), removal of select drainage structures, new drainage structures, pipe lining, roadway open cut trench repair, swale regrading, concrete driveway construction, concrete sidewalk construction, asphalt re-construction, desilting of culverts, updating of roadway signage, and associated infrastructure. **(Work Class: 7, 11, 12, 28, 38, 40)**

SE Cove Road Resurfacing and Bike Lanes, Martin County, 2023, \$2.2 Million

Role; Superintendent

Project Description: Project involves roadway widening for bike lanes and roadway resurfacing in Martin County. Improvement work includes maintenance, paving and reconstruction, site development, water lines, drainage improvements, striping, and signage. **(Work Class: 7, 11, 12, 28, 38, 40)**

Deerfield Beach Aquatic Center Stormwater Improvements, Palm Beach County, 2023, \$700,000

Role: Superintendent

Project Description: Project involves stormwater improvements in the City of Deerfield Beach. Improvement work includes installation of stormwater collection including catch basins, inlets, stormwater gravity piping, manholes, overflow control structure, exfiltration trenches, utility locations, the installation of all tie-ins, roadway replacement, pavement restoration, sidewalk replacement, sod restoration, tree protection, tree relocation, and related work. **(Work Class: 7, 11, 12, 28, 38, 40)**

Lyons Road from Sawgrass Expressway to Hillsboro Canal/County Line, Broward County, 2023, \$4.3 Million

Role: Superintendent

Project Description: Project involves sidewalk and roadway improvements in the City of Coconut Creek. Improvement work includes clearing & grubbing, removal of existing concrete (curb, driveway, sidewalk),

replacement of concrete curb & gutter, sidewalk, ADA ramps, milling & resurfacing, road widening, excavation, signage, pavement markings, irrigation, sod replacement & restoration. **(Work Class: 7, 11, 12, 28, 38, 40)**

Coral Nook Circle Improvements, City of Miami, 2023, \$1.2 Million

Role: Superintendent

Project Description: Project involves traffic calming roundabout located in the City of Miami. Improvement work includes French drains installation, curb and gutter, sidewalk installation, guardrail installation, asphalt installation, paving and marking, signage, landscaping and hardscape. **(Work Class: 7, 11, 12, 13, 28, 38, 40)**

Biscayne Everglades Greenway, Miami Dade County/FDOT, 2023, \$1.8 Million

Role: Superintendent

Project Description: Project involves general roadway work, signing and striping in the City of Homestead. Improvement work includes shared use paths, shared roadways, designated bike lanes, and bi-directional cycle track. **(Work Class: 7, 11, 12, 28, 38, 40)**

SW 148th Avenue Miramar Roundabout, Broward County/FDOT, 2022, \$2 Million

Role: Superintendent

Project Description: Project involves drainage system, roadway works, lighting system, signing & striping in the City of Miramar. Improvement work includes general demolition, excavation, embankment, asphalt roadway, milling and resurfacing, concrete sidewalk, driveways, curb and gutter, pavement markings and signage, lighting and electrical work, inlets, manholes, structure modifications, trench drain, valve box, tree pruning and trimming, landscaping and irrigation installation. **(Work Class: 7, 11, 12, 18, 28, 38, 40)**

NW 207th Street Roadway Widening, Miami Dade County/FDOT, 2022, \$2.9 Million

Role: Superintendent

Project Description: Project involves drainage system, roadway works, lighting system, signing and striping in Miami Dade County. Improvement work includes pedestrian signals, roadway widening, improving lighting at various intersections, stabilizing erosion of canal bank, driveways, replace guardrail at various locations, upgrading signs and pavement markings, replacing bridge joints, pedestrian curb ramps, sidewalks and curb and gutter, adjusting utility manholes and valves, landscaping, repaving and restriping roadway. **(Work Class: 7, 11, 12, 18, 28, 38, 40)**

Fernwood Road Parking Improvements, Village of Key Biscayne, 2021, \$800,000

Role: Superintendent

Project Description: Project involves drainage system improvement and parking in Village of Key Biscayne. Improvement work includes earthwork, grading, drainage system, reconstruction of parking, and sidewalks. **(Work Class: 7, 11, 12, 28, 38, 40)**

Safe Routes to School (SRTS), FDOT, 2021 \$800,000

Role: Superintendent

Project Description: Project involves implementation of improved safety and reduction of traffic to improve safety of children walking or cycling to school in the Village of Key Biscayne. Improvement work includes asphalt and concrete pavements, sidewalks and bicycle lanes. **(Work Class: 11, 12, 28, 38, 40)**

Overtown Greenway - Phase 1 From NW 7th Ave to NW 2nd Ave, City of Miami/FDOT, 2021, \$1.9 Million

Role: Superintendent

Project Description: Project involves bicycle pathways and roadway reconstruction in the City of Miami. Improvement work includes earthwork, drainage, roadway works, concrete curb and gutter, signing and striping **(Work Class: 7, 11, 12, 28, 38, 40)**

NE 143rd Street Water Main Improvements, City of North Miami, 2020, \$1.8 Million

Role: Superintendent

Project Description: Project involves water main improvements in the City of North Miami. Improvement work includes 16" water main, services installation and roadway work to replace problematic sections of the line. **(Work Class: 11, 12, 28, 38)**

NW 112th Avenue between NW 25th Street and NW 34th Street, City of Doral, 2020, \$2 Million

Role: Superintendent

Project Description: Project involves stormwater drainage improvements in the City of Doral. Improvement work includes maintenance of traffic (MOT), clearing and grubbing, curb and gutter, roadway base and stabilized subgrade, milling, paving, lighting, drainage, roadway signing and pavement markings.

(Work Class: 7, 11, 12, 28, 38, 40)

NW 7th Street Roadway Improvements, City of Miami, 2020, \$1.2 Million

Role: Superintendent

Project Description: Project involves drainage system, roadway work, signing and striping in the City of Miami. Improvement work includes widening roadways, milling and paving, pavement markings, storm drainage and utilities. **(Work Class: 7, 11, 12, 28, 38, 40)**

NW 38th Avenue Improvements, City of Lauderdale, 2019, \$6 Million

Role: Superintendent

Project Description: Project involves roadway, drainage and lighting improvements in the City of Lauderdale. Improvement work includes drainage system, 12" water main, gravity sewer, roadway improvements, pavement markings, pedestrian lighting and furniture, wider pedestrian sidewalks and additional crosswalks, bus shelters and stops. **(Work Class: 7, 11, 12, 28, 38, 40)**

Transit Improvement – SR-5/US1 from SE 9th to SE 20th Street, Broward County, 2019, \$1.05 Million

Role: Superintendent

Project Description: Project involves transit improvements at various locations the Cities of Hallandale Beach, Hollywood, Dania Beach and Fort Lauderdale in Broward County. Improvement work includes installation of bus shelters, transit signal priority, crosswalks, pedestrian signalization, and intersection improvements.

(Work Class: 8, 10, 11, 28, 39, 40)

NE 16th Avenue Roadway Improvement, Miami Dade County, 2018, \$4.1 Million

Role: Superintendent

Project Description: Project involves roadway widening in the City of North Miami and Unincorporated Miami Dade County. Improvement work includes widening roadway from three lanes to five lanes, earthwork, drainage, lighting system, signing and striping. **(Work Class: 7, 11, 12, 28, 38, 40)**



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Jose Ramirez, Superintendent

Mr. Ramirez has over 17 years construction supervisory experience in road construction projects including bridge repairs, drainage improvements, water and sewer utilities, earthwork, milling and resurfacing, signing and pavement markings, and site restoration. Project responsibilities include monitoring all work performed in accordance with approved plans, internal policies and procedures, and contract documents, ordering materials for projects, giving technical instructions to the crews, ensuring the project stays on schedule and within budget, meet with clients and inspectors, and ensuring safety protocols are in place and adhered to.

Construction Project History

Golden Heights Asphalt Improvements, Fort Lauderdale, 2023, \$500K

Role: Superintendent

Project Description: Project involves maintenance and asphalt restoration in the Golden Heights community located in the City of Fort Lauderdale. Improvement work includes milling and resurfacing, concrete and sidewalk restoration, and new pavement markings at crosswalks and intersections. **(Work Class: 10, 28, 40)**

Guardrail, Fence & Accessories F&I Broward County, 2023, \$946K

Role: Superintendent

Project Description: Project involves repairing and new guardrail installation throughout Broward County. Work types include asphalt and concrete pavement, grading, sodding, handrail and guardrail installation, crash cushion installation, fencing, pipe rail repairs, bridge and end anchorage assembly. **(Work Class: 10, 11, 12, 13)**

NW 15th Street vicinity of I-95, Broward County, 2022, \$103K

Role: Superintendent

Project Description: Project involves new construction on NW 15th St. within the vicinity of I-95 overpass located in Pompano Beach. Work includes new sidewalk, swale, and guardrail installation, curb and gutter, ADA ramps, approach terminal parallel assembly, asphalt pavement, and sodding **(Work Class: 11, 13, 40)**.

Commercial Blvd. between Sawgrass Expwy. and Nob Hill Rd., Broward County, 2022, \$733K

Role: Superintendent

Project Description: Project involves general roadway resurfacing on Commercial Blvd. between the Sawgrass Expressway and Nob Hill Road in the City of Tamarac. Repair work includes milling and resurfacing, additional striping for bike lanes within the project limits **(Work Class: 10, 28, 38, 40)**.

NW 17th Street Multiple Bridge Maintenance and Repairs (No. 868000 & 868037), Plantation, 2022, \$150K

Role: Superintendent

Project Description: Project involves maintenance and repairs on two bridges located in the City of Plantation. Bridge No. 868000 is located at NW 17th St. approximately 200' south of Pine Island Rd. and Bridge No. 868037 is located at SW 16th St. between SW 54th and SW 55th Ave. Repair work includes structural repairs, concrete barrier wall replacements, rip rap repairs, slope protection undermining repairs, sealed concrete cracks, concrete railing end replacement, handrail and guardrail installation, ADA ramps, sidewalks, and sodding **(Work Class: 10, 12, 13, 37, 40)**.

NW 27th Ave. over Canal C-12 (Bridge No. 864078) Repairs, Broward County, 2022, \$2.2 Million

Role: Superintendent

Project Description: Project involves maintenance and repairs on Bridge No. 864078 over Canal C-12 (NW 27th Ave. from Sunrise Blvd. to Broward Blvd.). Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP **(Work Class: 10, 28, 37, 40)**.

Atlantic Blvd. over East Outfall Canal (Bridge No. 864048) Rehabilitation, Broward County, 2022, \$2.6 Million

Role: Superintendent

Project Description: Project involves repairs on Bridge No. 864048 over East Outfall Canal located in Margate. Project is located at Atlantic Blvd. from Ramblewood Dr. to Rock Island Rd. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40)**.

Lakeview Dr. over Canal C-2 (Bridge No. 864114 & 864115) Repairs, Broward County, 2022, \$1.7 Million

Role: Superintendent

Project Description: Project involves repairs on two bridges located in Coral Springs. Bridge No. 864114 & 864115 over East Outfall Canal. Project is located at Lakeview Dr. east from Coral Ridge Dr. Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40)**.

SE 3rd Ave. over Tarpon River (Bridge No. 864069) Repair, Broward County, 2022, \$1.4 Million

Role: Superintendent

Project Description: Project involves repairs made on Bridge No. 864069 located on SE 3rd Ave. over Tarpon River in Fort Lauderdale. Repair work includes concrete work, built ADA ramps compliant, thermoplastic and traffic paint, structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks,

bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40).**

Old Griffin Rd. over C-10 Canal (Bridge No. 864073) Repair, Broward County, 2022, \$1.2 Million

Role: Superintendent

Project Description: Project involves repairs made on Bridge No. 864073 located on Old Griffin Rd. over the C-10 Canal in Dania Beach. Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, thermoplastic and traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. **(Work Class: 10, 28, 37, 40).**

Sheridan St. over FL Turnpike (Bridge No. 860155) Repairs, Broward County, 2022, \$778K

Role: Superintendent

Project Description: Project involves repairs made on Bridge No. 860155 located on the south bound lane of Sheridan St. over FL Turnpike in Davie. Repair work includes R&R intermediate bridges, spall repairs, post tension repair, fiber wrap, UV protection coating, pile spall repairs, and sealed concrete cracks. **(Work Class: 10, 28, 37, 40).**

N. Andrews Ave. over South Fork Middle River (Bridge No. 860156) Repairs, Broward County, 2022, \$2.1 Million

Role: Superintendent

Project Description: Project involves repairs made on Bridge No. 860156 located on N. Andrews Ave. over S. Fork Middle River in Wilton Manors. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Underwater pile repairs, thermoplastic and traffic paint. **(Work Class: 10, 28, 37, 40).**

Atlantic Blvd. over C-1 Canal (Bridge No. 864046 & 864047) Repairs, Broward County, 2022, \$2.3 Million

Role: Superintendent

Project Description: Project involves repairs made on two bridges (No. 864046 & 864047) located on Atlantic Blvd. over C-1 Canal in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Sidewalk repairs, ADA ramps replacement, thermoplastic and traffic paint. **(Work Class: 10, 28, 37, 40).**

Coral Ridge Dr. over C-14 Canal (Bridge No. 864098) Rehabilitation, Broward County, 2022, \$4.6 Million

Role: Superintendent

Project Description: Project involves repairs made on bridge (No. 864098) located on Coral Ridge Dr. over Stranahan River (C-14 Canal) in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Sidewalk repairs, ADA ramps replacement, thermoplastic and traffic paint. **(Work Class: 10, 28, 37, 40).**

Oakland Park Blvd., Hiatus Rd. to NW 120th Way, Broward County, 2022, \$1.3M

Role: Superintendent

Project Description: Project involves general roadway resurfacing on W. Oakland Park Blvd. between Hiatus Rd. and NW 120th Way in the City of Sunrise. Repair work includes milling and resurfacing, striping, and roadway signs installation, concrete work as curb replacements.

Coral Springs Dr. over West Outfall Canal (Bridge No. 864005 & 864006) Repairs, Broward County, 2022, \$2.8 Million

Role: Superintendent

Project Description: Project involves repairs made on two bridges (No. 864005 & 864006) located on Coral Springs Dr. over West Outfall Canal in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Installation of U-bars to reduce movement of the beams, traffic paint and thermoplastic **(Work Class: 10, 28, 37, 38, 40).**

Flamingo Rd. Bridges (No. 860149 & 864120) Over Snake Creek Canal (C-9), Broward County, 2021 \$1.8M

Role: Superintendent

Project Description: Project involves repairs made on two bridges (No. 860149 & 864120) located on Flamingo Road in Plantation. Repair work includes structural repairs, underdeck dowel installation, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Installation of U-bars to reduce movement of the beams, traffic paint and thermoplastic **(Work Class: 10, 28, 37, 38, 40).**

W. Oakland Park Blvd. Bridge (No. 868301) Over C-42 Canal, Broward County, 2021 \$3.5M

Role: Superintendent

Project Description: Project involves repairs made on the West Oakland Park bridge (No. 868301) located in Fort Lauderdale. Repair work includes structural repairs, underdeck dowel installation, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP. Underwater repairs, installation of U-bars to reduce movement of the beams, thermoplastic and traffic paint **(Work Class: 10, 28, 37, 38, 40).**

Andrews Avenue Bridge Repairs, Broward County, 2021 \$1.4M

Role: Superintendent

Project Description: Project involves repairs made on the Andrews Avenue bridge located in Fort Lauderdale. Repair work includes painting the entire bridge with Class V paint. Repair concrete bridge deck, spall repairs, milling and resurfacing, thermoplastic and traffic paint (**Work Class: 3, 10, 28, 38, 40**).

W. Atlantic Blvd. Bridges (No. 864006 & 864007) Over W. Outfall Canal, Broward County, 2021 \$2.8M

Role: Superintendent

Project Description: Project involves repairs made on two bridges (No. 864006 & 864007) located on NW 98th Ave. and W Atlantic Blvd. (West 400' feet), in Coral Springs. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, thermoplastic, traffic paint, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grabbed beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP (**Work Class: 3, 10, 28, 38, 40**).

NW 31st Ave. Bridge (No. 860200) Repair, Broward County, 2020. \$2.1M

Role: Superintendent

Project Description: Project involves repairs made on a bridge (No. 860200) over C-13 Canal located in Fort Lauderdale. Repair work includes milling and resurfacing, rip rap repairs, fence replacement, expansion joint replacement with polymer nosing, underdeck dowel installation, pile spall repairs, sealed concrete cracks, pavement markings, removal of existing bridge joint, and deck waterproofing (**Work Class: 3, 10, 28, 38, 40**).

Andrews Ave from Cypress Creek to RaceTrack Road, Broward County, 2020. \$602K

Role: Superintendent

Project Description: Project Description: Project involves drainage and ADA improvements. Work types include Drainage, Paving, Grading, Sodding, Guardrail, and Concrete Sidewalk/Curb/ADA Ramps/Driveway (**Work Class: 7, 10, 11, 12, 13, 40**).

Andrews Ave – Cypress Creek Rd to RaceTrack Rd, Broward County, 2020. \$738K

Role: Superintendent

Project Description: Project Description: Project involves analyzing and repairing the entire drainage system. Work types include Drainage and Dredging (**Work Class: 7, 40**).

Cypress Creek Rd from NW 31st to Powerline Rd, Broward County, 2019. \$527K

Role: Superintendent

Project Description: Project involves analyzing and repairing the entire drainage system. Work types include Drainage (**Work Class: 7**).

Sheridan St Bridge Repair, Broward County, 2019. \$717K

Role: Superintendent

Project Description: Project involves repairing the Sheridan St Bridge. Repair work includes pavement marking, R&R intermediate bridges, joint rehab, post tension repair, fiber wrap, UV protection coating, pile spall repairs, and sealed concrete cracks (**Work Class: 37, 40**).

Coconut Creek Street Improvements, City of Coconut Creek, 2019, \$679K

Role: Superintendent

Project Description: Project involves pedestrian improvements in the Winston Park community. Work types include Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 40**).

McNab Rd – Pine Island Rd to SR 7, Broward County, 2019, \$811K

Role: Superintendent

Project Description: Project involves analyzing and repairing the entire drainage system. Work types include Drainage and Dredging (**Work Class: 7, 40**).

McNab Rd West of SR 7, Broward County, 2019, \$965K

Role: Superintendent

Project Description: Project involves widening of McNab Rd and installing concrete barrier walls. Work types include Drainage, Paving, Grading, Sodding, Concrete Median Barrier Wall, Guardrail, and Striping (**Work Class: 7, 10, 11, 12, 13, 40**).

McNab Rd Bridge over SR 7, Broward County, 2019, \$4.7 Million

Role: Superintendent

Project Description: Project involves repairing and painting the McNab Rd bridge over SR-7. Repair work includes structural repairs, underdeck dowel installation, concrete barrier wall replacements, rip rap repairs, deck waterproofing, roadway work, milling and resurfacing, expansion joint replacement with polymer nosing, neoprene strip installation, methacrylate application, slope protection undermining repairs, pile spall repairs, sealed concrete cracks, bullet railing ends replacement, and concrete railing end replacement, handrail and guardrail replacement, installed steel rebars to minimize movement with beams. Covered beams with epoxy, grapped beams with Carbon Fiber Reinforced Polymer (CFRP) laminate, applied UV coat to protect material from UV rays after CFRP (**Work Class: 10, 28, 37, 38, 40**).

Peters Rd – Pine Island Rd to University Dr, Broward County, 2019, \$885K

Role: Superintendent

Project Description: Project involves minor widening, drainage, and ADA improvements. Work types include Grading, Fencing, Drainage, Paving, Concrete Sidewalk/Curb/ADA Ramps/Driveway, Striping, and Sodding (**Work Class: 7, 9, 10, 11, 12, 28, 40**).

Andrews Ave from Oakland Park to Prospect, Broward County, 2018, \$587K

Role: Superintendent

Project Description: Project involves drainage and ADA improvements. Work types include Drainage, Paving, Grading, Striping, and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 7, 10, 11, 28, 40**).

NW 7th Ave from Sistrunk to Sunrise, Broward County, 2018, \$630K

Role: Superintendent

Project Description: Project involves drainage repair and ADA improvements. Work types include Drainage, Grading, Striping, and Concrete Sidewalk/Curb/ADA Ramps/Driveways (**Work Class: 7, 11, 28, 40**).

Hiatus Greenway, Broward County, 2014, \$2.8 Million

Role: Superintendent

Project Description: Project involves clearing and installing 8' - 12' wide shared-use path along Hiatus Rd/C-42 canal. Work types include Drainage, Paving, Grading, Sodding, Landscaping, Concrete Sidewalk/Curb/ADA Ramps/Driveway, Guardrail, Signing, and Striping (**Work classes: 7, 10, 11, 12, 18, 28, 38, 40**).



2701 NW 55th Court,
Tamarac, Florida 33309
O: 954.766.4053 ♦ F: 866-791-3135

Cesar Garcia, Superintendent

Mr. Garcia has over Supervisor 26 years' experience in roadway construction, drainage, earthwork, concrete, lighting, and underground utilities. Project responsibilities include monitoring all work performed in accordance with approved plans, internal policies and procedures, and contract documents, ordering materials for projects, giving technical instructions to the crews, ensuring the project stays on schedule and within budget, meet with clients and inspectors, and ensuring safety protocols are in place and adhered to.

Construction Project History

Coral Gardens Neighborhood Restoration, Martin County, 2023, \$1.7 Million

Role: Superintendent

Project Description: Project involves restoration of drainage infrastructure in Coral Gardens subdivision located in the City of Stuart. Improvement work includes removal of existing corrugated metal pipe (CMP), high-density polyethylene pipe (HDPE), reinforced concrete pipe (RCP), removal of select drainage structures, new drainage structures, pipe lining, roadway open cut trench repair, swale regrading, concrete driveway construction, concrete sidewalk construction, asphalt re-construction, desilting of culverts, updating of roadway signage, and associated infrastructure. **(Work Class: 7, 11, 12, 28, 38, 40)**

SE Cove Road Resurfacing and Bike Lanes, Martin County, 2023, \$2.2 Million

Role: Superintendent

Project Description: Project involves roadway widening for bike lanes and roadway resurfacing in Martin County. Improvement work includes maintenance, paving and reconstruction, site development, water lines, drainage improvements, striping, and signage. **(Work Class: 7, 11, 12, 28, 38, 40)**

Plantation Self Storage, Arco/Murray National Construction Co., 2023, \$12 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Plantation. Improvement work includes land clearing, water main, sewer, drainage, paving, sidewalk, light poles. **(Work Class: 7, 8, 10, 40)**

Publix at Valencia Center, Oak Construction Co. Inc, 2023, \$10 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Homestead. Improvement work includes land clearing, water main, sewer, drainage, paving, sidewalk, parking lots, site development, light poles. **(Work Class: 7, 8, 10, 40)**

Seminole Park Phase 3, Lennar Homes LLC, 2022, \$5 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Hollywood. Improvement work includes land clearing, water main, sewer, drainage, paving, sidewalk, site development, light poles. **(Work Class: 7, 8, 10 , 40)**

Shoppes at Westlake Landings, MEC Construction, 2022, \$13 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the Town of Westlake. Improvement work includes land clearing, water main, sewer, drainage, paving, sidewalk, parking lots, site development, light poles. **(Work Class: 7, 8, 10 , 40)**

Top Golf Pompano, 2022, Cordish Companies and Caesars Entertainment, 2022, \$14.7 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Pompano Beach. Improvement work includes land clearing, water main, sewer, drainage, paving, sidewalk, parking lots, site development, light poles for mixed-use development. **(Work Class: 7, 8, 10 , 40)**

Estates at Silver Palm, Lennar Homes LLC, 2021, \$8.9 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Homestead. Improvement work includes land clearing, water main, sewer, drainage, paving, sidewalk, site development, light poles. **(Work Class: 7, 8, 10 , 40)**

HRP Industrial Center, Hilco Redevelopment Partners, 2021, \$10 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Medley. Improvement work includes land clearing, water main, sewer, drainage, paving, parking lots, site development, light poles for a warehouse/logistic facility. **(Work Class: 7, 8, 10 , 40)**

Kendall Assemblage North, Lennar Homes LLC, 2021, \$8.9 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Miami. Improvement work includes land clearing, water main, sewer, drainage, curb and gutter, street name signs, traffic control signs, striping, and detectable warning surfaces. **(Work Class: 7, 8, 10 , 40)**

ICP @ 97th Avenue, The Easton Group, 2020, \$20 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Doral. Improvement work includes land clearing, water main, sewer, drainage, paving, parking lots, site development, light poles for an industrial park. **(Work Class: 7, 8, 10 , 40)**

Miramar Station, FCI Residential Corporation, 2020, \$14 Million

Role: Superintendent

Project Description: Project involves site clearing and total land development in the City of Miramar. Improvement work includes land clearing, water main, sewer, drainage, paving, parking lots, site development, light poles for a commercial development. **(Work Class: 7, 8, 10 , 40)**

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) ss:
COUNTY OF Broward)

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

DATED: 08/05/2024 BY: [Signature]
(Signature)

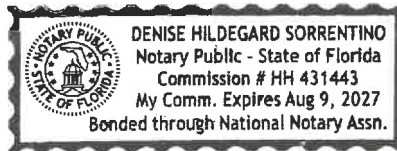
NAME: Bao Dang
(Print)

TITLE: Manager

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2024 by Bao Dang, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large



My commission expires: August 9, 2027

END OF DOCUMENT

PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to City of Miramar
by Bao Dang
for FG Construction, LLC
whose business address is 2701 NW 55th CT
Tamarac, FL 33309
and (if applicable) its Federal Employer Identification Number (FEIN) is 30-0684928

(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, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

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

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

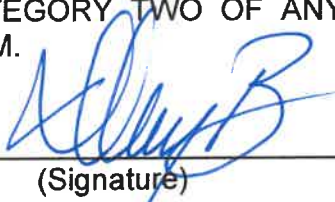
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

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

DATED: 08/05/2024

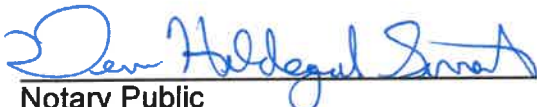
BY: 
(Signature)

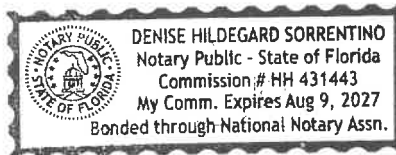
NAME: Bao Dang
(Print)

TITLE: Manager

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2024, by Bao Dang, who is personally known to me (or) has produced _____ as identification.


Notary Public
State of Florida at Large



My commission expires: August 9, 2027

END OF DOCUMENT

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **BIKE AND PEDESTRIAN IMPROVEMENTS**

Project Number: **City Bid No. FDOT-LAP(437795.1) - IFB NO. 24-030-(RE-BID)**

Project Location: **Miramar Parkway, SW 148th Ave and SW 68th Ave**

Instructions:

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

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

CERTIFICATION

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

Twenty Nine Thousand Five Hundred and Twenty One and Thirty Cents

(Written)

Dollars \$ 29,521.30

(Figures)

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

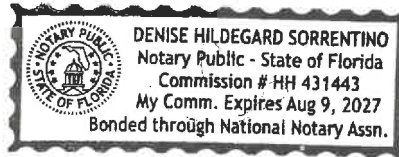
Certified: FG Construction, LLC
(Company Contractor)

By: [Signature]
(Manager) (President/ Principal's Signature)
Bao Dang - Manager
(Manager) (President/ Principal's Type or Print Name)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2024, by Bao Dang, who is personally known to me (or) has produced _____ as identification.

[Signature]
Notary Public
State of Florida at Large



My commission expires: August 9, 2027

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 statement, I certify that this firm complies fully with the above requirements.

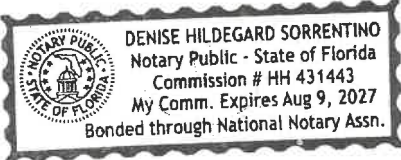
[Handwritten Signature]
Bidder's Signature

08/05/2024
Date

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2024, by Bao Dang, who is personally known to me or) has produced _____ as identification.

[Handwritten Signature]
Notary Public
State of Florida at Large



My commission expires: August 9, 2027

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FG Construction, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2701 NW 55 Court

6 City, state, and ZIP code

Tamarac, FL 33309

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

OR

Employer identification number

3	0	-	0	6	8	4	9	2	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Bao Dang

Digitally signed by Bao Dang

Date: 2024.06.18 16:18:19 -04'00' Date ▶

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGREEMENT CERTIFICATE (if Corporation)
(Limited Liability Company)

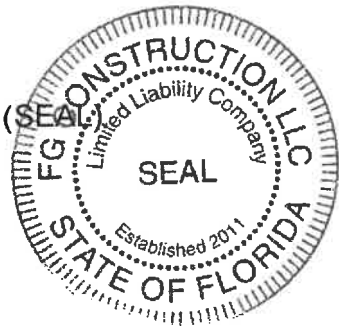
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Board of Directors of the FG Construction, LLC, hereinafter "the Corporation", existing under the laws of the State of Florida, held on August 5th, 2024 the following resolution was passed and adopted: "BE IT RESOLVED THAT Bao Dang (name), as Manager (title) of the Corporation, be and is hereby authorized to execute an Agreement by and between the Corporation and the City of Miramar, Florida and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 5th day of August, 2024.


Secretary Office/HR Manager



END OF DOCUMENT

AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT a meeting of the Partners of the _____,
hereinafter "the Partnership", a partnership existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed
and adopted:

"BE IT RESOLVED THAT _____ (name), as _____ (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 _____ day of
_____, 20____.

Partner

(SEAL)

END OF DOCUMENT

NOT APPLICABLE

AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Principals of the _____
hereinafter "the Joint Venture", a Joint Venture under the laws of the State of _____, held on
_____, 20___, the following resolution was duly passed and adopted:

"BE IT RESOLVED that _____ (name), _____ (title) of the Joint
Venture, be and is hereby authorized to execute an Agreement by and between the Joint Venture
and the City of Miami, Florida and that his/her execution thereof, attested to by the Managing
Partner of the Joint Venture shall be the official act and deed of the Joint Venture".

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20___.

Managing Partner

END OF DOCUMENT

NOT APPLICABLE

BID BOND

STATE OF Florida)
) SS:
COUNTY OF Broward)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated August 5, 2024.

For:

Bike and Pedestrian Improvements Invitation for Bids No. 24-030-Re-Bid

FDOT-LAP Project No. 437795-1

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 5th day of August, 2024, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

[Signature]
Witness

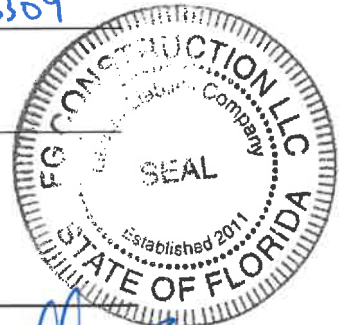
[Signature]
Witness

FG Construction, LLC
(Individual or Partnership
Principal)

2701 NW 55 Ct
(Business Address)

Tamarac, FL 33309
(City, State, Zip)

954-766-4053
(Business Phone)



ATTEST:

Catherine Remington
Secretary

FG Construction, LLC
(Corporate Principal)*

By: [Signature]
Manager
(Title)

ATTEST:

Kari Schmor
Secretary Kari Schmor, Account Executive
*Impress Corporate Seal

United States Fire Insurance Company
(Corporate Surety)*
By: [Signature]
James N. Congelio, Attorney-In-Fact

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



END OF DOCUMENT

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06732

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James N. Congelio, James C. Congelio

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 14th day of May, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 14th day of May, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **5th** day of **August** 20**24**

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

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 FDOT-LAP-IFB 24-030(RE-BID).

SOLICITATION DOCUMENTS: The Contract Documents are entitled "City of Miramar Bike and Pedestrian Improvements 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 property 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.
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 anyone with the authority to act on my behalf.

By: 
Releasor's signature

Print Name: Bao Dang

Title: Manager

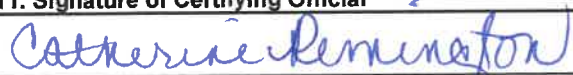
Date: 08/05/2024

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

275-030-13
EQUAL OPPORTUNITY OFFICE
07/09

SECTION 1: PROJECT IDENTIFICATION				
1. Financial Project No.	2. F.A.P. No.	3. FDOT LAP Contract No.	4. County	5. District or Name of Local Agency
437795-1-58-01		437795-1	Broward	City of Miramar
6. Prime Contractor 's Name				
FG Construction, LLC				
7. Company Name of Contractor, Supplier, Rental Company or Agency Submitting this certification				8. FEID No of Co. in Box 7
FG Construction, LLC				30-0684928

SECTION 2: CERTIFICATION STATEMENTS

CERTIFICATION OF NONSEGREGATED FACILITIES	CERTIFICATION OF NON DISCRIMINATION
<p>As a federally assisted construction contractor, I hereby certify: the following for t his company:</p> <p>A. This company does not maintain or provide any segregated facilities for employees at any of our establishments and we do not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained.</p> <p>B. Agreement that a breach of this certification is a violation of the equal opportunity clause in this contract.</p> <p>C. We will obtain and retain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause.</p> <p>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 race, color, religion or national origin because of habit, local custom, or any other reason.</p>	<p>As a contractor, sub recipient or subcontractor on a Federally funded contract, this company certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of such contracts.</p> <p>The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The company agrees that a failure to carry out these requirements is a material breach of contract, which may result in the contract's termination or such other remedy as the recipient deems appropriate.</p> <p>Each subcontract, rental agreement and or material supplier agreement this company subsequently enters into for this contact will require this same Certification.</p> <p>It is the policy of this company to assure that applicants 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 apprenticeship, pre apprenticeship, and/or on-the-job training.</p> <p>This certification extends to the project identified above and affirms our commitment to insure nondiscrimination and to take affirmative action to assure equal opportunity as set forth under laws, executive 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 FHWA-1273.</p> <p>Compliance with Title VI of the Civil Rights Act and the provisions of the American Disabilities Act of 1990 are incorporated in this certification.</p>
9. Name (first/last) of corporate Official signing Certification	10. Job Title of person named in Box 9
Catherine Remington	EEO
11. Signature of Certifying Official	12. Date of Signature
	08/05/2024

Certification of Non Segregation & Non Discrimination Instructions for Completing Form

This form is provided to contractors on federally assisted road and bridge construction projects to affirm their commitment to nondiscrimination and non segregated facilities during the term of a contract.

Box 1: Fin. Proj No. – The Financial Project Number

Box 2: FAP No. – The Federal Aid Project Number assigned to federally funded projects or 'non-FAP'

Box 3: FDOT LAP Contract No. – The project's Local Area Project ('LAP') number

Box 4: County – County or counties project work is being performed in

Box 5: District or Local Agency – The Department's District Number Designation where the project is located Districts are 1-7, and the Turnpike District or the name of the city, county or entity administering the contract

Box 6: Prime Contractor Name – The name of the prime contractor.

Box 7: Company Name of Contractor, Supplier, Rental Company or Agency Submitting this certification – name of company submitting the certification

Box 8: FEID No. – Federal Identification Number of company named in Box 7

Box 9: Name (first, last (of corporate official signing certification. – First name, last name

Box 10: Job Title of person named in Box 9 – job title


Box 11: Signature of Certifying Official – signature of person named in Box 9

Box 12: Date of signature – Month/day/year of signature

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
If *no*, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: FG Construction, LLC 2701 NW 55th CT Tamarac, FL 33309 Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
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 Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Bao Dang</u> Title: <u>Manager</u> Telephone No.: <u>954-766-4053</u> Date (mm/dd/yyyy): <u>08/05/2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

375-030-33
PROCUREMENT
10/01

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: FG Construction, LLC
By: Bao Dang Date: 08/05/2024
Authorized Signature: 
Title: Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
09/20
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 08/05/2024
(Letting Date)

Fill in your FDOT Vendor Number
VF F 3 0 0 6 8 4 9 2 8 0 0 2
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ 11,951,743.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 5th day
of August, 20 24

FG Construction, LLC
NAME OF FIRM
By: Bao Dang
Manager
Title



STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontractors; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY AS PRIME CONTRACTOR	UNCOMPLETED AMOUNT TO BE DONE BY AS SUBCONTRACTOR
1		\$		\$		
	SE Cove Rd Resurfacing Bike Lanes (FM#441701-1-58-01) - SE Cove Rd SR5AUS1 to SE Dixie Highway, Stuart, FL	\$ 2,223,700	\$ 812,000	\$ 1,411,700	\$ 385,200	
			DOT WORK	\$ 1,411,700	\$ 385,200	\$
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
	Dixie Hwy Streetscape Improv, Pompano Beach	\$ 17,606,300	\$ 15,525,460	\$ 2,080,840		\$ 578,500
	Dixie Hwy Streetscape Improv-Conc Sidewalk & Pads Atlantic Blvd Only, Pompano Beach	\$ 774,700	\$ 225,100	\$ 549,600		\$ 141,000
	Franklin Park SOW Ph2 Improv-Fort Lauderdale	\$ 1,907,300	\$ 481,000	\$ 1,446,300		\$ 531,600
	Miramar Pkwy Sidewalk Improv-Miramar	\$ 1,903,200	\$ 742,500	\$ 1,160,700		\$ 621,400
	Lyons Rd Milling & Paving-Coconut Creek	\$ 4,342,200	\$ 1,200,200	\$ 3,142,000		\$ 2,651,300
	Coral Gardens Neighborhood Restoration, Stuart	\$ 1,471,200	\$ 520,800	\$ 950,400		\$ 160,900
	ADA Improvements for Transit Bus Stops-Pembroke Pines	\$ 304,900	\$ 243,900	\$ 61,000		\$ 61,000
	Deerfield Beach Aquatic Ctr Stormwater Improvements, Deerfield Bch	\$ 628,200	\$ 188,500	\$ 439,700		\$ 138,800
	W Atlantic Blvd Bridge 864074 over One Mile Canal, Margate	\$ 128,600	\$ 116,100	\$ 12,500		\$ 6,700
	Lantana S Broadway & W Pine St Water Main Improv-Lantana	\$ 2,049,000	\$ 1,905,500	\$ 143,500		\$ 73,707
	NE 4th Ave Streetscape Improv, Ft. Lauderdale	\$ 864,100	\$ 478,100	\$ 386,000		\$ 173,800
	Washington Road Concrete, West Palm Beach	\$ 368,400	\$ 110,500	\$ 257,900		\$
	FTL Pipe Cleaning (Edgwood), Fort Lauderdale	\$ 615,600	\$ 362,200	\$ 253,400		\$ 253,400
	FTL Pipe Cleaning (River Oaks), Fort Lauderdale	\$ 881,200	\$ 484,700	\$ 396,500		\$ 237,900
	FTL Pipe Cleaning Rock Island, Fort Lauderdale	\$ 1,462,400	\$ 807,000	\$ 655,400		\$ 106,100
	FTL Pipe Cleaning Middle River Terrace, Fort Lauderdale	\$ 798,100	\$ 439,000	\$ 359,100		\$ 359,100
	FTL Pipe Cleaning Sailboat Bend, Fort Lauderdale	\$ 1,469,400	\$ 808,200	\$ 661,200		\$ 661,200
	FTL Pipe Cleaning Riverland Village, Fort Lauderdale	\$ 2,096,400	\$ 901,800	\$ 1,194,600		\$ 69,636
	FTL Pipe Cleaning Chula Vista	\$ 1,552,500	\$ 853,900	\$ 698,600		\$ 698,600
	Holiday Park Drainage Maintenance-Ft Lauderdale	\$ 384,300	\$ 197,600	\$ 186,700		\$ 186,700
	Washington Park Sidewalk & Drainage Improv, Ft. Lauderdale	\$ 1,743,300	\$ 694,000	\$ 1,049,300		\$ 542,200
	Atlantic Blvd over C-2 Canal Bridges, Coral Springs	\$ 2,481,400	\$ 698,900	\$ 1,782,500		\$ 1,700,500
	Digital Realty Structural Repairs, Miami	\$ 890,600	\$ 182,300	\$ 708,300		\$ 149,900
	Riverside Dr Bridge over Canal C-2, Coral Springs	\$ 1,181,400	\$ 531,600	\$ 649,800		\$ 649,800
	CDBG Improvements 2024	\$ 866,300	\$ 181,900	\$ 684,400		\$ 678,500
	Commerical Blvd at N Pine Island Rd, Tamarac	\$ 416,100	\$ 124,800	\$ 291,300		\$ 10,000
			OTHER WORK	\$ 20,201,540	\$ 10,722,543	\$ 844,000
				(Col. 5 Subtotal)		
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU				\$ 11,107,743.00	\$ 844,000.00	\$ 11,951,743.00
GRAND TOTAL				\$	\$	\$

PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

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 DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Broward
BID LETTING OF: 08/05/2024

I, Bao Dang, hereby declare that I am
(NAME)
Manager of FG Construction, LLC
(TITLE) (FIRM)
of Tamarac, 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.

I further declare that:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
8. 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(l)(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 result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

BY: Bao Dang - Manager

NAME AND TITLE PRINTED

BY:

SIGNATURE

WITNESS: Catherine Pennington

WITNESS:

Executed on this 5th day of August, 2024

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2024

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

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

PRODUCER Corning Ins Solutions LLC Lynn Corning 15800 Pines Blvd., #312 Pembroke Pines, FL 33027 Lynn Corning	754-422-6671		CONTACT NAME: Lynn Corning PHONE (A/C, No, Ext): 754-422-6671 FAX (A/C, No):
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers P&C Insurance Co NAIC # 25658 INSURER B: American State Insurance Co 24759 INSURER C: Charter Oaks Fire Insurance Co 25615 INSURER D: Great American Insurance Co 16691 INSURER E: Homeland Insurance 34452 INSURER F:		
INSURED F. G. Construction LLC 2701 N.W. 55th Court Tamarac, FL 33309			

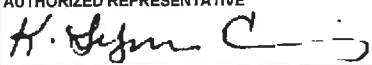
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	7W664665	07/25/2024	07/25/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
E	<input checked="" type="checkbox"/> Pollution Lia			7930121500001	10/12/2023	10/12/2024	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPLI \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7W665152	07/25/2024	07/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	Y	Y	7W666290	07/25/2024	07/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	AVWCFL3289322024	07/25/2024	07/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			IMPE31831906	03/10/2024	03/10/2025	Equipment \$ 4,172,705 Blanket \$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Miramar, a Florida municipal corporation, its officials, employees, and volunteers are named as Certificate Holder and endorsed as an additional insured for liability, including Waiver of Subrogation Primary & Non Contributory coverage. 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment.

REFERENCE: ITB No. 24-030-Re-Bid (FDOT-LAP 437795-1) Bike and Pedestrian Improvements in Miramar, Florida

CERTIFICATE HOLDER City of Miramar 2300 Civic Center Place Miramar, FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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



FINAL RESULTS - BIKE AND PEDESTRIAN IMPROVEMENTS - FDOT-LAP-IFB-24-030 (RE-BID)

BIDS DUE: AUGUST 8, 2024 @2:00 P.M.

#	COMPANY NAME	VENDOR SUBMITTED TOTAL BASE BID AMOUNT	CBE/SBE/LOCAL (FEDERALLY FUNED AND SUBJECT TO STATE AND FEDERAL GUIDELINES)
1	FG CONSTRUCTION, LLC.*	\$2,946,348.43	N/A
2	HOMESTEAD CONCRETE & DRAINAGE	\$3,613,903.75	N/A
3	BERGERON LAND DEVELOPMENT, INC.	\$3,915,358.72	N/A
4	WEEKLEY ASPHALT PAVING, INC.	\$3,727,827.09	N/A
5	PEDRAIL SYSTEMS, LLC.	\$3,118,084.30	N/A

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

* The lowest responsive, responsible and successful Bidder.