

BID PROPOSAL FORM BID NO. 2025-002

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**NW 27th Street Drainage Improvements
BID NO. 2025-002**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids", and "Instructions to Bidders", dealing with the disposition of the bid security.
3. The bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.
4. It is the Contractor's responsibility to contact the City @ (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number	<u>1</u>	Date	<u>01/17/2025</u>
	<u>2</u>		<u>01/21/2025</u>
	<u>3</u>		<u>01/30/2025</u>
	<u>4</u>		<u>01/31/2025</u>

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules 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, said Bidder further agrees to complete the Work required under the Contract Documents within the Agreement Time stipulated in said Contract Documents, and to accept in full payment thereof the Agreement Sum based on the total bid price(s) named in the aforementioned Bidding Schedule(s).

BID PROPOSAL FORM BID NO. 2025-002

NAME OF FIRM FG Construction, LLC

ADDRESS: 2701 NW 55th CT, Tamarac FL 33309

NAME OF SIGNER Bao Dang

(Print or Type)

TITLE OF SIGNER Manager

SIGNATURE:  DATE: 01/30/2025

TELEPHONE NO: 954-766-4053 FAX NO: 866-791-3135

E-MAIL: estimating@fgconstruction.com



ADDENDUM NO. 1

BID NO. 2025-002

Friday, January 17, 2025

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the specification packet for the above-referenced project:

QUESTIONS/CLARIFICATIONS:

1. Q: What type of asphalt is the 1st lift and what is the depth?

A: In residential City roads, each lift of asphalt shall be 1-inch of SP-9.5. Total asphalt pavement thickness is 2-inches minimum.

2. Q: What type of asphalt is the 2nd lift and what is the depth?

A: In residential City roads, each lift of asphalt shall be 1-inch of SP-9.5. Total asphalt pavement thickness is 2-inches minimum.

3. Q: What is the milling depth?

A: Milling depth is 1-inch.

4. Q: What is the Engineer's estimate?

A: \$399,860.00

5. Q: Is there a self-perform requirement?

A: No

6. Q: Is there a disadvantaged business requirement?

A: No.

Kelly McGilvray
Kelly McGilvray
Buyer II

Friday, January 17, 2025

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your Bid submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

BID NO. 2025-002

I acknowledge receipt of Addendum No. 1 for BID No. 2025-002. This addendum contains three (3) pages. Please include the original of this form in your Bid submission.

Company Name: FG Construction, LLC

Address: 2701 NW 55th CT, Tamarac FL 33309

Name of Signer Bao Dang
(please print)

Signature:  Date: 01/30/2025

Telephone: 954-766-4053 Facsimile: 866-791-3135

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Kelly McGilvray
Kelly McGilvray
Buyer II

Friday, January 17, 2025

NOTE: The original of this form must be included with your Bid submission.



ADDENDUM NO. 2

BID NO. 2025-002

Tuesday, January 21, 2025

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the specification packet for the above-referenced project:

REVISIONS:

- 1. Remove:** Cover Sheet and Page A-1
Replace: Cover Sheet and Page A-1a
Reason: Update all references to Bid opening, which has been changed to Tuesday, February 4, 2025 @ 11:00 am

Kelly McGilvray

Kelly McGilvray
Buyer II

Tuesday, January 21, 2025

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your Bid submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 2

BID NO. 2025-002

I acknowledge receipt of Addendum No. 2 for BID No. 2025-002. This addendum contains four (4) pages. Please include the original of this form in your Bid submission.

Company Name: FG Construction, LLC

Address: 2701 NW 55th CT, Tamarac FL 33309

Name of Signer Bao Dang
(please print)

Signature:  Date: 01/30/2025

Telephone: 954-766-4053 Facsimile: 866-791-3135

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Kelly McGilvray
Kelly McGilvray
Buyer II

Tuesday, January 21, 2025

NOTE: The original of this form must be included with your Bid submission.



ADDENDUM NO. 3

BID NO. 2025-002

Thursday, January 30, 2025

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the specification packet for the above-referenced project:

QUESTIONS/CLARIFICATIONS:

1. Q: Is there a specified staging area the Contractor can utilize for the duration of the project to store the materials and equipment?

A: No, the Contractor shall propose locations for City approval.

2. Q: Are there any specific dewatering requirements for the project and has the City obtained a dewatering permit / plan?

A: Broward County dewatering plan approval was obtained and can be found in Appendix A of the Technical Specifications.

3. Q: Since the paver driveways are only being partially removed and reinstalled, please provide details on the required pavers to be utilized to match the driveways as the pavers being removed are not guaranteed to be reusable

A: The pavers shall match.

4. Q: There is an additional mailbox located at "2687" close to the driveway that is not indicated to be removed and reinstalled however it will be effected by the work. Quantity should be updated to 5 for these bid items.

A: The mailbox is outside the proposed trench area.

5. Q: Where can the Contractor access the canal to cut / cap the existing drainage pipe as indicated? If the Contractor is cut / capping the drainage pipe at the existing catch basin and the endwall by the canal, does the pipe still need to be grouted since it was abandoned from service?

A: Grouting may not be required. Please refer to updated Schedule of Bid Prices, pages A-15a thru A-17a.

6. Q: There are some items on the "measurement and payment" section that do not match the bid items (for example, bid items #7 - #9 are missing on the M&P, bid item #10 indicates remove only however the M&P indicates remove & replace AND has the wrong corresponding bid item # with it since some items are missing, bid items #11 and #12 are not indicated on the M&P, etc.). Can this be updated appropriately for all the bid items?

A: Please refer to the 'Section 1025' of the technical specifications to review the descriptions of each item.

7. Q: Bid item #11 "remove existing shrub" qty 1 is not indicated on the plans. Can you confirm where this item is to be removed at? Furthermore, bid item #36 indicates "furnish and install shrub" qty 1 however there are no details provided on what type of shrub is required or what the existing shrub is

A: The existing shrub that is expected to be impacted by the proposed construction is located at the property line between 5931 and 5909 NW 7 Street. The existing shrub shall be replaced in kind with the same species as the existing condition to restore the existing conditions.

8. Q: Plan page PGD-1 indicates "reinstall existing tree" however the bid items #10 & #34 indicate to "remove an existing tree" and to "furnish and install a tree". Please provide more details on the tree requirements to be installed

A: The existing palm tree on southeast corner of NW 27th Street and NW 60th Avenue should be removed and reinstalled at the location defined in the plans to avoid any conflict with the proposed drainage installation. Item #11 is intended for the removal of the existing palm tree. Item #34 is intended for the reinstallation of the existing palm tree.

9. Q: There are a couple FPL poles in close proximity to the existing catch basins that need to be removed and replaced. There is a note on plan page PGD-1 that indicates "Contractor to protect existing pole and coordinate with utility owner as necessary". Can the City include a fixed allowance to cover the costs associated with this unknown scope?

A: No. There is not a separate line items for protecting existing facilities within the project limits during the installation of the proposed drainage improvements. Any expected costs to protect existing facilities in the project limits should be incorporated into the unit costs for the proposed drainage items.

A: No, there is not a separate line item for protecting existing facilities within the project limits during the installation of the proposed drainage improvements. Any expected costs to protect existing facilities within the project limits and coordination with utility owners should be incorporated into the unit costs for the proposed drainage items.

10. Q: Does the City have a soil boring report with the existing ground conditions to provide?

A: A copy of the geotechnical report is included in Appendix B of the Technical Specifications of this project.

11.Q: Would the City consider updating the completion time to longer than 90 calendar days as indicated?

A: The contract construction duration is 90 calendar days. Extensions to the contract time may be considered during construction due to unforeseen circumstances beyond the Contractor's control.

12.Q: Will the contractor be responsible for coordinating trash collection to allow residents to receive services?

A: Yes. The Contractor shall be responsible to coordinate trash collection as well as bulk collection to allow residents to receive services. The date of trash and bulk collection is provided on the City of Margate website. <https://www.margatefl.com/308/Garbage-Collection>.

13.Q: What is the requirement for sewer laterals? Should the pipes be replaced during excavation? For bid item #18 "adjust and repair (4) existing sewer laterals", please confirm this refers to the 4 existing sanitary sewer laterals in the pipe crossing table on plan page PGD-1 and how these laterals are to be adjusted?

A: The design intent is to only replace the existing sewer laterals exposed and in conflict with the proposed drainage pipe is encountered during installation. Line item #18 would only be used if the existing sewer lateral(s) is exposed and needs to be replaced to avoid this potential conflict. If no conflict between the proposed drainage and the existing sewer laterals is encountered, the existing sewer laterals would be left in place.

14.Q: Bid item #13 & #37 refer to "remove (1) existing sign" and "replace (1) existing sign" however it is not indicated on the plan, where is this sign located at?

A: Please refer to updated Schedule of Bid Prices, line items have been eliminated.

15.Q: Please confirm if paint or thermoplastic striping is required?

A: All pavement marking shall be thermoplastic striping.

16.Q: Please confirm if the unit for bid items #8 / #9 "removal of concrete driveway" / "removal of paver driveway" should be SF not SY?

A: This unit is SY

REVISIONS:

1. **Remove:** Page A-15 thru A-17
Replace: Page A-15a thru A-17a
Reason: Updated quantity for item 14, remove existing mailbox. Bid items 13 & 37 have been removed, and a delete item section has been added pertaining to item 17. City reserves the right to delete the item, if item is deleted grouting will NOT be required.
2. **Remove:** Cover Sheet and Page A-1a
Replace: Cover Sheet and Page A-1b
Reason: Update all references to Bid opening, which has been changed to Thursday, February 6, 2025 @ 11:00 am

Kelly McGilvr a y
Kelly McGilvray
Buyer II

Thursday, January 30, 2025

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your Bid submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 3

BID NO. 2025-002

I acknowledge receipt of Addendum No. 3 for BID No. 2025-002. This addendum contains ten (10) pages. Please include the original of this form in your Bid submission.

Company Name: FG Construction, LLC

Address: 2701 NW 55th CT, Tamarac FL 33309

Name of Signer Bao Dang
(please print)

Signature:  Date: 02/04/2025

Telephone: 954-766-4053 Facsimile: 866-791-3135

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Kelly McGilvray
Kelly McGilvray
Buyer II

Thursday, January 30, 2025

NOTE: The original of this form must be included with your Bid submission.



ADDENDUM NO. 4

BID NO. 2025-002

Friday, January 31, 2025

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the specification packet for the above-referenced project:

REVISIONS:

1. **Remove:** Technical Specifications 01025-2 thru 01025-9
Replace: Technical Specifications 01025-2a thru 01025-9a
Reason: Updated item numbers in the measurements and payment section.

Kelly McGilvray

Kelly McGilvray
Buyer II

Friday, January 31, 2025

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your Bid submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 4

BID NO. 2025-002

I acknowledge receipt of Addendum No. 4 for BID No. 2025-002. This addendum contains ten (10) pages. Please include the original of this form in your Bid submission.

Company Name: FG Construction, LLC

Address: 2701 NW 55 CT, Tamarac, FL 33309

Name of Signer Bao Dang
(please print)

Signature:  Date: 02/04/2025

Telephone: 954-766-4053 Facsimile: 866-791-3135

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Kelly McGilvray
Kelly McGilvray
Buyer II

Friday, January 31, 2025

NOTE: The original of this form must be included with your Bid submission.

SCHEDULE OF BID PRICES – BID NO. 2025-002

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your Bid.)

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE AGREEMENT DOCUMENTS FOR THE ABOVE UNIT PRICES OR LUMP SUMS. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH AND EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE UNIT COST STATED IN FIGURES. ANY DISCREPANCY BETWEEN THE UNIT AND TOTAL, THE UNIT PREVAILS.

In accordance with your Notice Inviting Bid and the specifications contained herein, the undersigned proposes the following:

	Item	Section 1025	Quantity	Unit Cost	Unit	Total Cost
	CONSTRUCTION - GENERAL					
1	Mobilization	1.2	1	\$ 42,381.88	LS	\$ 42,381.88
2	Maintenance of Traffic	1.3	1	\$ 18,836.39	LS	\$ 18,836.39
3	Bonds and Insurance	1.4	1	\$ 12,695.74	LS	\$ 12,695.74
	<i>GENERAL SUBTOTAL</i>					\$ 73,914.01
	CONSTRUCTION - DEMOLITION					
4	Clear and Grade Existing Grass Area	1.5	750	\$ 12.90	SY	\$ 9,675.00
5	Remove and Dispose of Existing Asphalt Pavement	1.6	120	\$ 14.94	SY	\$ 1,792.80
6	Remove Existing Limerock Base Material	1.7	120	\$ 14.00	SY	\$ 1,680.00
7	Remove Existing Asphalt Driveway Approach	1.22	170	\$ 10.55	SY	\$ 1,793.50
8	Remove Existing Concrete Driveway Approach	1.23	60	\$ 29.88	SY	\$ 1,792.80
9	Remove Existing Paver Driveway Approach	1.24	90	\$ 19.93	SY	\$ 1,793.70
10	Remove Existing Tree	1.8	1	\$ 2,118.76	EA	\$ 2,118.76
11	Remove Existing Shrub	1.26	1	\$ 975.88	EA	\$ 975.88
12	Remove Existing Hedge	1.25	15	\$ 65.06	LF	\$ 975.90
13	Remove Existing Sign REMOVED	1.9	1	\$	EA	REMOVED
14	Remove Existing Mailbox	1.1	5	\$ 225.50	EA	\$ 1,127.50
15	Remove Existing Storm Drainage Pipe	1.11	76	\$ 61.09	LF	\$ 4,642.84
16	Remove Existing Catch Basin	1.11	4	\$ 1445.32	EA	\$ 5,781.28
17	Grout and Abandon Existing Storm Drainage Pipe	1.12	110	\$ 47.97	LF	\$ 5,276.70
18	Adjust and Repair Existing Sewer Lateral	1.13	4	\$ 3,494.60	EA	\$ 13,978.40
	<i>UTILITY ITEMS SUBTOTAL</i>					\$ 53,405.06

	CONSTRUCTION - DRAINAGE					
19	Furnish and Install 48" Diameter Drainage Catch Basin	1.14	7	\$ 6,796.67	EA	\$ 47,576.69
20	Furnish and Install 48" Diameter Drainage Control Structure	1.14	1	\$ 10,359.22	EA	\$ 10,359.22
21	Furnish and Install 15" HDPE Pipe	1.15	66	\$ 131.79	LF	\$ 8,698.14
22	Furnish and Install 18" HDPE Pipe	1.15	183	\$ 137.66	LF	\$ 25,191.78
23	Furnish and Install 18" HDPE Pipe with Exfiltration Trench	1.15	470	\$ 275.77	LF	\$ 129,611.90
24	Connect to Existing Storm Drainage Pipe	1.16	1	\$ 2,842.95	EA	\$ 2,842.95
25	Furnish and Install Pollution Retardant Baffle	1.17	6	\$ 827.95	EA	\$ 4,967.70
	DRAINAGE ITEMS SUBTOTAL					\$ 229,248.38
	CONSTRUCTION - RESTORATION					
26	Stabilization of Subgrade	1.18	120	\$ 22.57	SY	\$ 2,708.40
27	Furnish and Compact Limerock Base Material	1.19	120	\$ 52.19	SY	\$ 6,262.80
28	Furnish and Place Asphalt Pavement Type S-1 1st Lift	1.2	120	\$ 24.90	SY	\$ 2,988.00
29	Furnish and Place Asphalt Pavement Type S-III 2nd Lift	1.2	255	\$ 24.90	SY	\$ 6,349.50
30	Mill Existing Asphalt Pavement	1.21	135	\$ 50.19	SY	\$ 6,775.65
31	Furnish and Install Asphalt Driveway Approach	1.22	170	\$ 24.90	SY	\$ 4,233.00
32	Furnish and Install Concrete Driveway Approach	1.23	60	\$ 128.82	SY	\$ 7,729.20
33	Furnish and Install Paver Driveway Approach	1.24	90	\$ 209.84	SY	\$ 18,885.60
34	Furnish and Install Tree	1.8	1	\$ 1,129.12	EA	\$ 1,129.12
35	Furnish and Install Hedge	1.25	15	\$ 39.86	LF	\$ 597.90
36	Furnish and Install Shrub	1.26	1	\$ 730.60	EA	\$ 730.60
37	Replace Existing Sign REMOVED	1.9	1	\$	EA	REMOVED
38	Reinstall Existing Mailbox	1.1	4	\$ 194.17	EA	\$ 776.68
39	Furnish and Install Sod	1.27	750	\$ 16.43	SY	\$ 12,322.50
40	Existing Irrigation System Restoration	1.28	1	\$ 1,994.97	LS	\$ 1,994.97
41	Furnish and Place 6" Double Yellow	1.29	100	\$ 9.30	LF	\$ 930.00
	RESTORATION ITEMS SUBTOTAL					\$ 74,413.91
	MISCELLANEOUS					
42	Additional Compensation For Excavation in Hard Rock Conditions	1.3	10	\$ 282.84	LF	\$ 2,828.40
	MISCELLANEOUS SUBTOTAL					\$ 2,828.40
				Permit Fees	AL	\$ 7,000.00
				Contingency	LS	\$ 30,000.00
				Cost of Indemnification	LS	\$ 100.00
				ESTIMATED COST SUBTOTAL		\$ 37,100.00
	CONSTRUCTION AND GENERAL TOTAL					\$ 470,909.77

City reserves the right to delete the below item, if item is deleted grouting will NOT be required.

Please enter the deduct price

	DELETE ITEM					
17	Grout and Abandon Existing Storm Drainage Pipe	1.12	110	-\$ 47.97	LF	-\$ 5,276.70

Note: City permit fees shall not be waived and should be included in your bid proposal.

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES _____ NO X

SPECIFICATION SHEETS/BROCHURES? YES _____ NO X

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CARD?

YES _____ NO X

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

BID BOND

The public should take notice:

That we FG Construction, LLC as Principal, and United States Fire Insurance Company as Surety, are held and firmly bound unto City of Margate, hereinafter called "City" in the sum of (\$ 5%) Five Percent of Amount Bid dollars, (not less than 5 percent of the total amount of the bid, if the bidder submits both a Base Bid and a Bid Alternative, the total bid price will be the higher of the two) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bidding schedule of the City's Contract Documents entitled:

BID NO. 2025-002- NW 27th Street Drainage Improvements

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of the agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 30th day of January, 2025

FG Construction, LLC

United States Fire Insurance Company

(PRINCIPAL)

(SURETY)

By: [Signature]

(SIGNATURE)

By: [Signature]

(SIGNATURE)

James N. Congelio, Attorney-In-Fact

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 30th DAY OF January, 2025

NOTARY PUBLIC: [Signature]

Kari Schmorr



**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 11th day of December, 2024.


UNITED STATES FIRE INSURANCE COMPANY


Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 11th day of December, 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.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2028
COMMISSION: #60223171


Ethan Schwartz (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 30th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY


Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

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, and 8 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 9 inclusive) is delivered to the City.

- (1) Contractor's name and address:

FG Construction, LLC

2701 NW 55th CT

Tamarac FL 33309

- (2) Contractor's telephone number: 954-766-4053

- (3) Contractor's primary license classification: General Contractor

State License Number: CGC1511391

Supplemental classifications held, if any:

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

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

Name: Bao Dang

Date of Inspection: 01/22/2025

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: Sterling Seacrest Pritchard

3111 W Dr Martin Luther King Jr Blvd Suite 350

Agent: James Congelio

Tampa, FL 33607

Phone: 813-361-3838

- (6) Attach to this bid, the experience resume of the person who will be designated Supervisor for this project.

- (7) Attach to this bid, a financial statement (if required), references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

- (8) List 3 projects completed recently involving work of similar type and complexity:

Project Name	Contract Amount	Name, Address, Phone Number of Owner	Completion Date of Project
Dixie Highway Streetscape Improvement Phase II	\$18.3 Million	Owner: City of Pompano Beach General Contractor: The Whiting Turner Contracting Company 110 E Broward Blvd #2050 Fort Lauderdale, FL 33301 Phone: (561) 696-3703 Project Engineer: Ryan Bellandese	December 2024
Annual Construction of General Stormwater Infrastructures	\$1.1 Million	City of Fort Lauderdale 101 NE 3 Ave 21st Floor Fort Lauderdale, FL 33301 Phone: (954) 828-5678 Project Manager II: Sayd Hussain	Ongoing/Current
Annual Asphalt & Roadway Improvement and Drainage Services	\$1.7 Million	Seminole Tribe of Florida 5700 Griffin Rd Davie, FL 33314 (954) 894-1060 ext 10923 Director - Transportation Dept Emran Rahaman	Ongoing/Current

(9) Subcontractors: The bidder further proposes that as part of their submittal, attached is a list of subcontracting firms or businesses that will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract:

COMPANY NAME: FG Construction, LLC

CONTACT PERSON: Bao Dang

**FG Construction, LLC****Financials**

12/2/2024

Assets**As of 09/30/2024**

Current Assets		\$	19,206,143
Long Term Assets	6,789,382		
Accumulated Depreciation	(2,704,280)		
Accumulated Amortization	(7,339)		
Net Long Term Assets			4,077,763
Other Assets			3,577,935
Total Assets			<u>26,861,841</u>

Liabilities

Current Liabilities		5,066,724
Long Term Liabilities		1,903,186
Total Liabilities		<u>6,969,910</u>

Equity

Retained Earnings	15,507,695	
*** Adjustment due to rounding	4	
Owner's Draw	(3,020,026)	
Current Profit (Loss)	7,404,258	
Total Equity/ Capital		19,891,931
Total Liabilities and Equity		<u>26,861,841</u>

Income and Expenses**01/01/2024 - 09/30/2024**

Operating Income		37,926,875
Direct and Equipment/Shop Expense		28,859,793
Gross Profit		9,067,082
General & Administrative Expenses		1,760,502
Other Income		97,743
Net Income Before Tax		7,404,323
After Tax Expenses		65
Net Income		<u>7,404,258</u>

STATUS OF CONTRACTS ON HAND					
Give full information about all of your contracts, whether prime or subcontract; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.					
1	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
		\$ -		\$ -	
			DOT WORK	\$ -	\$ -
				(Col. 5 Subtotal)	\$ -
CLASSES OF WORK	OTHER (New-DOT) PROJECTS, OWNER, 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 SUBCONTRACTOR
	Dixie Hwy Streetscape Improv, Pompano Beach	\$ 18,720,400	\$ 16,198,400	\$ 2,522,000	\$ 360,100
	Dixie Hwy Streetscape Improv-Conc Sidewalk & Pads Atlantic Blvd Only, Pompano Beach	\$ 774,700	\$ 225,100	\$ 549,600	\$ 114,200
	Washington Road Concrete, West Palm Beach	\$ 368,400	\$ 110,500	\$ 257,900	\$ 124,500
	FTL Bayview Drive Stormwater Improvements, Fort, Lauderdale	\$ 551,600	\$ 220,600	\$ 331,000	\$ 306,600
	Miramar Pkwy Sidewalk Improv-Miramar	\$ 2,206,700	\$ 899,000	\$ 1,307,700	\$ 261,800
	Lantana S Broadway & W Pine St Water Main Improv-Lantana	\$ 2,069,900	\$ 1,924,200	\$ 145,700	\$ 1,900
	Riverside Dr Bridge over Canal C-2, Coral Springs	\$ 1,181,400	\$ 94,600	\$ 1,086,800	\$ 86,200
	Washington Park Pipe Cleaning, Ft. Lauderdale	\$ 2,600,700	\$ 712,500	\$ 1,888,200	\$ 1,173,000
	NW 88th Ave Bridges (864010 & 864011), Coral Springs	\$ 6,516,500	\$ 2,398,800	\$ 4,119,700	\$ 3,659,000
	Boulevard Gardens Sidewalk & Drainage Improvements, Fort Lauderdale	\$ 4,210,500	\$ 1,693,000	\$ 2,517,500	\$ 1,358,900
	Pine Island Rd over 2L-3W Canal (864057), Plantation	\$ 1,312,400	\$ 525,000	\$ 787,400	\$ 787,400
	Lauderhill Transit Center Pedestrian Railing, Lauderhill	\$ 101,500	\$ 40,600	\$ 60,900	\$ 60,900
	Margate - SW 9th St Culvert Repair, Margate	\$ 105,400	\$ 30,500	\$ 74,900	\$ 74,900
	N Pine Island Rd Bridge 864042 over Midriver C-13 Canal, Sunrise	\$ 4,031,900	\$ 1,526,300	\$ 2,505,600	\$ 2,166,300
	Plant A Stormwater Treatment Facility Upgrades, Fort Lauderdale	\$ 977,900	\$ 391,200	\$ 586,700	\$ 586,700
	Oakland Park D-13 Foremain Extension, Oakland Park	\$ 151,000	\$ 60,400	\$ 90,600	\$ 90,600
	Lynns Rd Ph II Thermoplastic Pavement Marking & Signing, Coconut Creek	\$ 1,404,600	\$ 455,100	\$ 949,500	\$ 949,500
	Inverrary Bridges Rehab & Improvement, Lauderhill	\$ 562,300	\$ 224,900	\$ 337,400	\$ 208,000
	Westview Drive Sidewalk Improvements, Coral Springs	\$ 2,338,500	\$ 2,203,100	\$ 135,400	\$ 87,600
	23 St Complete Streets Improvement, Miami Beach	\$ 3,732,300	\$ 1,492,900	\$ 2,239,400	\$ 2,239,400
	Storm Drainage Culvert Replacement, North Lauderdale	\$ 1,873,800	\$ 749,500	\$ 1,124,300	\$ 1,124,300
	Miramar Bike & Pedestrian Improvements, Miramar	\$ 2,946,300	\$ 1,178,500	\$ 1,767,800	\$ 1,767,800
	Intersection Improv-Coral Way & Granada, Coral Gables	\$ 1,255,300	\$ 502,100	\$ 753,200	\$ 753,200
	Tamarac Sport Complex Sidewalk Replacement, Tamarac	\$ 358,800	\$ 287,000	\$ 71,800	\$ 71,800
	West Deerfield Drainage Improvements, Deerfield Beach	\$ 5,725,800	\$ 2,290,300	\$ 3,435,500	\$ 3,435,500
	Margate NW 8 St Roadway Reconstruction, Margate	\$ 1,692,600	\$ 677,000	\$ 1,015,600	\$ 1,015,600
	Brighton Install 25 Solar Lights, Okeechobee	\$ 113,000	\$ 51,400	\$ 61,600	\$ 61,600
		\$ -	OTHER WORK	\$ -	\$ -
				(Col. 5 Subtotal)	\$ 598,800
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE					
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU					GRAND TOTAL
				\$ 22,328,500.00	\$ 598,800.00
				\$ 22,328,500.00	\$ 22,927,300.00
					Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

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.



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&L 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, 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, 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,
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O: 954.766.4053 ◇ F: 866-791-3135

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, \$1.7 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)**

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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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)**



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

City of Margate
2025-002 NW 27th Street Drainage Improvements

Subcontractors

The Green Experts (Landscaping)
C & R Milling and Paving, Inc (Milling and Paving)
South Peninsula Surveying Corp (Surveying and As-Builts)
Agricultural Land Services Inc (Sodding)

REFERENCE SHEET

In order to receive bid award consideration on the proposed bid, it is a mandatory that the following "Information Sheet" must be completed and returned with your bid. This information may be used in determining the bid award for this Contract.

BIDDER (COMPANY NAME): FG Construction, LLC
ADDRESS: 2701 NW 55th Court, Tamarac, FL 33309 TELEPHONE NO: 954-766-4053
CONTACT PERSON: Bao Dang TITLE: Manager
NUMBER OF YEARS IN BUSINESS: 13 Years
ADDRESS OF NEAREST FACILITY: 2701 NW 55th Court, Tamarac, FL 33309

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: The Whiting Turner Contrating Company
110 E Broward Blvd #2050
Address: Fort Lauderdale, FL 33301 Phone: 561-696-3703
Contact Person: Ryan Bellandese Title: Project Engineer
2. Company Name: City of Fort Lauderdale
101 NE 3 Ave 21st Floor
Address: Fort Lauderdale, FL 33301 Phone: 954-828-4507
Contact Person: Jean Examond Title: Senior Project Manager
3. Company Name: Seminole Tribe of Florida
Address: 5700 Griffin Rd, Davie, FL 33314 Phone: 954-894-1060 ext. 10923
Contact Person: Emran Rahaman Title: Director - Transportation Dept

NON-COLLUSIVE AFFIDAVIT FOR NO. 2025-002

State of Florida) County of Broward)

Bao Dang being first duly sworn, deposes and says that:

He/she is the Manager, (Owner, Partner, Officer, Representative or Agent) of FG Construction, LLC, the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

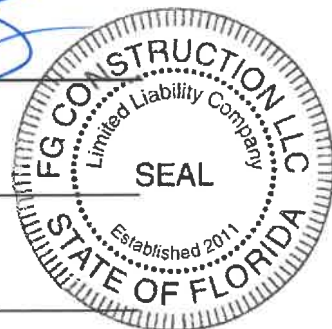
The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Jennifer Black
Witness

Catherine Remington
Witness

By [Signature]
Bao Dang
Printed Name
Manager
Title



ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR NO. 2025-002

State of Florida
County of Broward

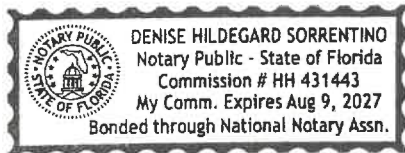
On this the 30th day of January, 2025, before me by means of X physical presence or _____
online notarization, the undersigned Notary Public of the State of Florida, personally appeared

Bao Dang

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that
he/she/they executed it.

WITNESS my hand and
official seal.



A handwritten signature in blue ink, appearing to read "Denise Hildegard Sorrentino", written over a horizontal line.

NOTARY PUBLIC SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

Denise Hildegard Sorrentino

(Name of Notary Public: Print, Stamp, or Type as
Commissioned)

- ☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☒ DID take an oath, or ☐ DID NOT take an oath

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. In the event that none of the tied vendors have a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. 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 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 of any State, for a violation occurring in the workplace no later than five (5) business 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 convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:  DATE: 01/30/2025

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____



DATE: 01/30/2025

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: FG Construction, LLC

SIGNATURE: 

PRINTED NAME: Bao Dang

TITLE: Manager DATE: 01/30/2025

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**CITY OF MARGATE
E-VERIFY FORM**

Project Name:	NW 27th Street Drainage Improvements
Project No.:	2025-002

ACKNOWLEDGEMENT

Definitions:


"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name: FG Construction, LLC
Authorized Signature: 
Print Name: Bao Dang
Title Manager
Date: 01/30/2025
Phone: 954-766-4053
Email: estimating@fgconstruction.com
Website: www.fgconstruction.com

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: FG Construction, LLC ("Vendor")
Vendor FEIN: 30-0684928
Address: 2701 NW 55th CT
City: Tamarac State: FL Zip: 33309
Phone number: 954-766-4053 Email Address: estimating@fgconstruction.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:  _____
Authorized Signature

Print Name and Title: Bao Dang, Manager

Date: 01/30/2025

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. FG Construction, LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Catherine Remington
Witness #1 Print Name: Catherine Remington
Jennifer Black
Witness #2 Print Name: Jennifer Black

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Bao Dang
Print Name: Bao Dang
Manager
Title: Manager
FG Construction, LLC
Entity Name: FG Construction, LLC

OATH OR AFFIRMATION

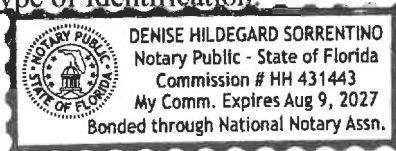
State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2025, by Bao Dang (name of person) as Manager (type) of authority) for FG Construction, LLC (name of party on behalf of whom instrument is executed).

Denise Hildegard Sorrentino

Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☒ Did take an oath; or
☐ Did not take an oath





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2025

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

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

PRODUCER
Sterling Seacrest Pritchard, Inc.
3111 W Dr Martin Luther King Jr Blvd
Suite 350
Tampa FL 33607

CONTACT NAME: Courtney Gossen

PHONE (A/C, No, Ext): 813-498-1197

FAX (A/C, No):

E-MAIL ADDRESS: cgossen@sspins.com

License#: 70726
FGCONST-02

INSURED
FG Construction, LLC
2701 N.W. 55th Court
Tamarac FL 33309

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : CHARTER OAK FIRE INS CO

25615

INSURER B : Travelers Property Casualty Co of America

25674

INSURER C : AMERICAN INTERSTATE INSURANCE CO

31895

INSURER D : Intact Insurance Group

INSURER E : Tokio Marine

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1696218633

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-7W664665-COF-24	7/25/2024	7/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-7W665152-24-26-G	7/25/2024	7/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CUP-7W666290-24-26	7/25/2024	7/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	AVWCFL3289322024	7/25/2024	7/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			793013652 0000	10/12/2024	10/12/2025	2,000,000 Per Occ
E	Inland Marine			IM 5001866-00	1/1/2025	7/25/2026	4,172,705 Sched Equip 2,000,000 Agg 250,000 lead/Rent

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

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as Additional Insureds with respect to the General Liability, including ongoing and completed operations, Auto Liability, Pollution Liability and Umbrella Liability as afforded by the policy and/or endorsements. When required by written contract, a Waiver of Subrogation is granted with respect to the General Liability, Auto Liability, Pollution Liability, Umbrella Liability and Workers Compensation policies. The General Liability, Auto Liability and Umbrella Liability certified herein are Primary and Non-Contributory to other insurance available, but only to the extent required by written contract. The General Liability, Automobile Liability, Pollution Liability and Workers' Compensation policies have been endorsed to provide the certificate holder (30) days notice of cancellation, except for non-payment, when required by written contract.

RE: 2025-002 - NW 27th Street Drainage Improvements

CERTIFICATE HOLDER

City of Margate
Purchasing Division
5790 Margate Boulevard
Margate FL 33063

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 60

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or
 - b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C.**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION

NOTICE OF CANCELLATION PROVIDED BY US

IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY
CONTINUATION ON FORM IL T4 05, PERSON OR ORGANIZATION :

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 60

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
 - (1) Act primary to any other insurance available to the additional insured; and
 - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. Your work;

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

Location And Description Of Completed Operations:

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

- A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **1. Limits of Insurance** in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

- ☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0

The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$ 250

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/25/2024
Insured FG Construction, LLC

Policy No. AVWCFL3289322024 Endorsement No. 2
Premium

Insurance Company
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____



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, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/30/2024

Do not alter this document in any form.

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 17, 2024

FG CONSTRUCTION, LLC
2701 NW 55TH CT
TAMARAC, FLORIDA 33309

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, SIDEWALK, Concrete Surface Sealer and Water Proofing, Curb & gutter, Driveways, Joint Rehabilitation, Retaining walls, Rip Rap, Spall Repair, Traffic Separators.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

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

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

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

Request for Taxpayer Identification Number and Certification

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

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 Catherine Remington	Digitally signed by Catherine Remington Date: 2025.01.20 09:21:48 -05'00'	Date
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

State of Florida

Department of State


I certify from the records of this office that FG CONSTRUCTION, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 13, 2011, effective May 10, 2011.

The document number of this limited liability company is L11000056734.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 25, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of January,
2024*




Secretary of State

Tracking Number: 7520808771CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
FG CONSTRUCTION, LLC

Filing Information

Document Number	L11000056734
FEI/EIN Number	30-0684928
Date Filed	05/13/2011
Effective Date	05/10/2011
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/07/2019
Event Effective Date	NONE

Principal Address

2701 NW 55th Ct
Tamarac, FL 33309

Changed: 04/25/2017

Mailing Address

2701 NW 55th Ct
Tamarac, FL 33309

Changed: 04/25/2017

Registered Agent Name & Address

DANG, BAO
2701 NW 55 CT
TAMARAC, FL 33309

Name Changed: 11/07/2019

Address Changed: 11/07/2019

Authorized Person(s) Detail

Name & Address

Title MGR

DANG, BAO
2701 NW 55 CT
TAMARAC, FL 33309

Annual Reports

Report Year	Filed Date
2022	04/02/2022
2023	02/03/2023
2024	01/25/2024

Document Images

01/25/2024 -- ANNUAL REPORT	View image in PDF format
02/03/2023 -- ANNUAL REPORT	View image in PDF format
04/02/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
06/11/2020 -- ANNUAL REPORT	View image in PDF format
11/07/2019 -- LC Amendment	View image in PDF format
04/27/2019 -- ANNUAL REPORT	View image in PDF format
12/13/2018 -- LC Amendment	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
02/04/2015 -- ANNUAL REPORT	View image in PDF format
04/15/2014 -- ANNUAL REPORT	View image in PDF format
03/04/2013 -- ANNUAL REPORT	View image in PDF format
04/28/2012 -- ANNUAL REPORT	View image in PDF format
05/13/2011 -- Florida Limited Liability	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that FGC is a Fictitious Name registered with the Department of State on May 10, 2023.

The Registration Number of this Fictitious Name is G23000059041.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eleventh day of May, 2023*




Secretary of State

[Previous on List](#)[Next on List](#)[Return to List](#)

Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

FGC

Filing Information

Registration Number G23000059041
Status ACTIVE
Filed Date 05/10/2023
Expiration Date 12/31/2028
Current Owners 1
County BROWARD
Total Pages 1
Events Filed NONE
FEI/EIN Number 30-0684928

Mailing Address

2701 NW 55 COURT
TAMARAC, FL 33309

Owner Information

FG CONSTRUCTION, LLC
2701 NW 55 COURT
TAMARAC, FL 33309
FEI/EIN Number: 30-0684928
Document Number: L11000056734

Document Images

[05/10/2023 – Fictitious Name Filing](#)

[Previous on List](#)[Next on List](#)[Return to List](#)

Fictitious Name Search

No Filing History

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000059041

Fictitious Name to be Registered: FGC

Mailing Address of Business: 2701 NW 55 COURT
TAMARAC, FL 33309

Florida County of Principal Place of Business: BROWARD

FEI Number: 30-0684928

FILED
May 10, 2023
Secretary of State

Owner(s) of Fictitious Name:

FG CONSTRUCTION, LLC
2701 NW 55 COURT
TAMARAC, FL 33309 US
Florida Document Number: L11000056734
FEI Number: 30-0684928

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

BAO DANG

Electronic Signature(s)

05/10/2023

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)

Catherine Remington

From: OnlineWebFic@dos.state.fl.us
Sent: Thursday, May 11, 2023 6:03 AM
To: Catherine Remington
Subject: Fictitious Name Registration - G23000059041; 300408531833
Attachments: COS-G23000059041.pdf; CC-G23000059041.pdf; 30531833.tif

Subject: FGC

REGISTRATION NUMBER: G23000059041

This will acknowledge the filing of the above fictitious name registration which was registered on May 10, 2023. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website www.sunbiz.org <<http://www.sunbiz.org>> for Address & FEI/EIN Changes. Please reference the original registration number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Division of Corporations



Business Revenue Division
Business Revenue Division
7525 N.W. 88th Avenue
Tamarac, Florida 33321-2401

CITY OF TAMARAC
Business Revenue Receipt
FISCAL YEAR 2024 - 2025

ISSUE DATE: 9/27/24

EXP DATE: 9/30/25

BUSINESS NAME: FG CONSTRUCTION, LLC

LOCATION: 2701 NW 55 CT

TOTAL AMOUNT PAID: 184.00

CLASSIFICATION: CONTRACTOR - CORPORATION OR OFFICE
BUS REV RCPT #: 25 00013052
CONTROL No: 8219

BUSINESS REVENUE RECEIPT MUST
BE CONSPICUOUSLY DISPLAYED

FG CONSTRUCTION, LLC
BAO DANG, MGM MBR
2701 NW 55TH COURT
TAMARAC FL 33309

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: FG CONSTRUCTION LLC

Receipt #: 180-257033
Business Type: GENERAL CONTRACTOR (CERT
GENERAL CONTRACTOR)

Owner Name: BAO DUY DANG /QUALIFIER
Business Location: 2701 NW 55TH CT
FT LAUDERDALE
Business Phone: 954-766-4053

Business Opened: 05/10/2012
State/County/Cert/Reg: CGC1511391
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		2				
	For Vending Business Only					
	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

FG CONSTRUCTION LLC
2701 NW 55TH CT
FT LAUDERDALE, FL
33309-2542

Receipt # WWW-23-00300166
Paid 09/30/2024 30.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: FG CONSTRUCTION LLC

Receipt #: 180-257033
Business Type: GENERAL CONTRACTOR (CERT
GENERAL CONTRACTOR)

Owner Name: BAO DUY DANG /QUALIFIER
Business Location: 2701 NW 55TH CT
FT LAUDERDALE
Business Phone: 954-766-4053

Business Opened: 05/10/2012
State/County/Cert/Reg: CGC1511391
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals			
		2					
Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	27.00	3.00	0.00	0.00	0.00	0.00	30.00

Receipt # WWW-23-00300166
Paid 09/30/2024 30.00