

MEMORANDUM

Agenda Item No. 8(N)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the award of the contract for the capital project titled Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 170 Street, Project No. 20250046, to H&R Paving, Inc., for a term of 730 calendar days and a value of \$31,366,638.18, inclusive of a construction contingency allowance of \$2,845,842.30, and other allowances of \$62,372.50; authorizing the County Mayor to execute same and exercise the provisions contained therein

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: December 16, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Contract Award Recommendation in the Amount of \$31,366,638.18 to H&R Paving, Inc.
for Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 170 Street

EXECUTIVE SUMMARY

The purpose of this item is to gain approval of the Board of County Commissioners (Board) to execute a contract award recommendation for the project titled “Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 170 Street, Project No. 20250046,” in the amount of \$31,366,638.18 to H&R Paving, Inc., for a 730-day term. This project is being funded by Mobility Impact Fees and Stormwater Utility funds.

NW 107 Avenue is a key north-south transportation corridor servicing the Cities of Hialeah and Hialeah Gardens. The corridor has experienced significant growth in recent years, driven by substantial commercial development. The improvements will ensure adequate mobility along this roadway, which is essential to sustaining this growth, maintaining an acceptable level of service, and supporting the transportation needs of residents, businesses, and visitors within the surrounding communities.

The Department of Transportation and Public Works (DTPW) initially planned to deliver the project as a Design-Build through the Greater Miami Expressway Agency (formerly the Miami-Dade Expressway Authority), but due to agency restructuring and emerging conflicts with utility infrastructure, DTPW elected to finalize and advertise the project. However, rising material costs, permit-related scope increases, and delays caused by utility relocations led DTPW to cancel the Design-Build contract and re-advertise only the construction portion under a new project number.

RECOMMENDATION

This contract award recommendation for the project titled Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 170 Street, procured under the Capital Project No. 20250046, is between Miami-Dade County (County) and H&R Paving, Inc., in the amount of \$31,366,638.18.

SCOPE

The Project is located primarily within District 12 which is represented by Commissioner Juan Carlos Bermudez.

PROJECT NAME:	Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 170 Street
DTPW PROJECT NO:	20250046
CONTRACT NO:	20250046

PROJECT DESCRIPTION: The Project includes furnishing all supervision, labor, materials, tools, equipment, and performing all operations required for all construction services necessary to perform roadway construction of a roadway with a typical section that consists of a five-lane undivided roadway facility with intermittent left turn lanes, continuous stormwater system, sidewalks, curb and gutters, pavement markings, signage, signalization, lighting, and landscaping on NW 107 Avenue from NW 138 Street to NW 170 Street. The work also includes all construction services necessary to construct a canal along the west side of the NW 107 Avenue project limits.

PROJECT LOCATION: District 12, Commissioner Juan Carlos Bermudez

APPROVAL PATH: Board of County Commissioners

USER DEPARTMENT: Department of Transportation and Public Works

MANAGING DEPARTMENT: Department of Transportation and Public Works

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement the contract is consistent with those authorities granted under the County Code, including termination provisions.

Fiscal Impact / Funding Source

The fiscal impact for the contract is \$31,366,638.18, inclusive of a construction contingency allowance of \$2,845,842.33, and \$62,372.50 for other allowances. The annual estimated operations and maintenance costs are approximately \$63,056.83, consisting of \$37,399.38 for operations and \$25,657.44 for maintenance. Project No. 3000926 is associated with the roadway improvement project along NW 107 Avenue from NW 138 Street to NW 170 Street. This contract is funded through the following funding sources:

Program Name / Program Number	County Budget	Funding Source
Road Widening - Countywide / 2000000540	FY25-26 Proposed Budget & Multi-Year Capital Plan; Volume 2, Page 153	Mobility Impact Fees
		Stormwater Utility Funds

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No
BID PACKAGES ISSUED: Electronic Download
BIDS RECEIVED: 5
CONTRACT PERIOD: 730 calendar days – for all work required by the Contract Documents with Substantial Completion occurring within 657 days from the Notice to Proceed

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE CONTRACT AMOUNT: \$28,458,423.35

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Construction	10%	2,845,842.33	

PERMIT ALLOWANCE: \$5,000.00

OFF-DUTY LAW ENFORCEMENT OFFICER ALLOWANCE: \$45,000.00

BITUMINOUS MATERIALS ADJUSTMENT ALLOWANCE: \$10,000.00

FPL CONNECTION ALLOWANCE: \$1,000.00

For Reimbursement of Cost Associated with The Utility Access Program (UAP) Fee (2%) Applied to All Other Allowances Paid at Invoice Cost: \$1,220.00

For Reimbursement of Cost Associated with The \$152.50

**Independent Private
Sector Inspector General
(0.25%) Applied to All
Other Allowances Paid
at Invoice Cost:**

TOTAL AMOUNT: \$31,366,638.18

Track Record / Monitor

EXPLANATION: According to the Small Business Development (SBD) Office and its database, there are no violations on record within the last three years for H&R Paving, Inc, and a 0.86% Small Business Development Construction, and Good & Services goals have been established for this Project.

The project was advertised on Thursday, April 17, 2025 and on Friday, April 25, 2025. Five engineering contractor firms proffered bids. The three lowest responsive and responsible bids were as follows: the lowest bidder, H&R Paving, Inc, proffered a base bid of \$28,458,423.34, which was 1.77 percent above the County's cost estimate; the second lowest bidder, Central Civil Construction Co., proffered a base bid of \$29,379,718.11, which was 5.06 percent above the County's cost estimate; and the third lowest bidder, JVA Engineering Contractor, Inc., proffered a base bid of \$33,199,998.98, which was 18.72 percent above the County's cost estimate.

This project was bid on a unit price basis. A copy of all bids, and the bid tabulation for this project, is available by contacting the Chief of Capital Improvements, DTPW.

Within the last five years, H&R Paving, Inc., had 23 evaluations in the Capital Improvements Information System, with an average evaluation score of 3.8 for all evaluations and 3.9 for completed evaluations out of a maximum score of 4.0.

Due diligence was conducted in accordance with Procurement Guidelines to determine contractor responsibility, including verifying corporate status with the Florida Department of State's Division of Corporations and reviewing performance and compliance issues. A copy of all bids, and the bid tabulation for the project is available by contacting the Chief of the Capital Improvements Division of DTPW. Furthermore, pursuant to Resolution No. R-1181-18, copies of Occupational Safety & Health Form 300 – Log of Work-Related Injuries and Illnesses for the last three years are on file with DTPW and are available upon request. No major issue related to safety was found.

BID OPEN DATE: 06/04/2025

BID BOND EXPIRES: 10/04/2025

BID VALID UNTIL: 10/04/2025

PRIME CONTRACTOR: H&R Paving, Inc.

COMPANY PRINCIPALS: Raul Gonzalez

COMPANY QUALIFIER: Raul Gonzalez

COMPANY EMAIL ADDRESS: abe@hrpaving.com

COMPANY STREET ADDRESS: 1955 NW 110 Ave

COMPANY CITY-STATE-ZIP: Miami, Florida 33172

EXCEED LEGAL REQUIREMENTS: Yes

STANDARD PAYMENT AND PERFORMANCE BOND: Yes

REVIEW COMMITTEE: **MEETING DATE:** 3/25/2025 **SIGNOFF DATE:** 3/25/2025

RESPONSIBLE WAGES: (RESOLUTION No. R-54-10) No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>
	SBE-G&S	0.86%
	CWP	N/A

MANDATORY CLEARING HOUSE: Yes

SEA LEVEL RISE: Yes

(ORDINANCE 14-79)

**SUSTAINABLE
BUILDINGS
ORDINANCE:
(I.O. NO. 8-8)**

Yes

CONTRACT

**MANAGER NAME
/ PHONE / EMAIL:**

Tiondra Wright, Chief (305) 375-4891 Tiondra.wright@miamidade.gov

**PROJECT
MANAGER NAME
/ PHONE / EMAIL:**

Rene Idarraga, Chief (305) 275-2111 Rene.Idarraga@miamidade.gov

BACKGROUND:

This project was originally to be constructed as a Design-Build by the Greater Miami Expressway Agency (GMX), formerly known as the Miami-Dade Expressway Authority (MDX), with funding provided by the County through a Joint Participation Agreement. However, due to the potential restructuring of MDX, Miami-Dade County elected to finalize and advertise the project. On October 5, 2021, the Board approved the award recommendation of the subject Design-Build project (Project No. DB19-DTPW-02) via Resolution No. R-926-21. During the design process, it became apparent that various elements, such as major power utility infrastructure planned for the area, would conflict directly with the project. Additionally, existing utility relocations must be completed by their respective owners before construction can commence, and permit requirements would have increased the project's scope. Further complicating matters were supply chain issues and significant rises in material costs resulting from the economic impacts of the pandemic. As a result of these market price increases and the additional work necessitated by permit requirements, along with the inability to commence construction until major utility construction is complete, DTPW elected to cancel the Design-Build project and re-advertise the construction portion of the project (Project No. 20250046).



Jimmy Morales
Chief Operating Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 16, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(3)
12-16-25

RESOLUTION NO. _____

RESOLUTION APPROVING THE AWARD OF THE CONTRACT FOR THE CAPITAL PROJECT TITLED ROADWAY IMPROVEMENTS TO NW 107 AVENUE FROM NW 138 STREET TO NW 170 STREET, PROJECT NO. 20250046, TO H&R PAVING, INC., FOR A TERM OF 730 CALENDAR DAYS AND A VALUE OF \$31,366,638.18, INCLUSIVE OF A CONSTRUCTION CONTINGENCY ALLOWANCE OF \$2,845,842.30, AND OTHER ALLOWANCES OF \$62,372.50; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board: (a) incorporates the foregoing recital as if fully set forth herein; (b) approves the contract award between Miami-Dade County and H&R Paving, Inc., for the Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 170 Street in an amount not to exceed \$31,366,638.18, inclusive of a construction contingency allowance of \$2,845,842.30, and \$62,372.50 for other allowances and (c) authorizes the County Mayor or County Mayor's designee to execute the same and to exercise the provisions contained therein, including termination provisions. A copy of the complete set of contract documents is on file with and available upon request from the Chief of the Capital Improvements Division of the Department of Transportation and Public Works.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of December, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

THIS CONTRACT, made and entered into on the _____ day of _____, 20____,
by and between Miami-Dade County, Florida, acting by and through the Office of The
Mayor, party of the first part (hereinafter sometimes called the "County"), and
H&R Paving, Inc

party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all plant, labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as:

Roadway Improvements to NW 107 Avenue from NW 138 Street to NW
170 Street

for the amount reflected by the Proposal, based on the Contract unit prices shown in the Proposal heretofore provided by the County, a copy of said Proposal being a part of the Contract Documents, the aggregate amount of this Contract (the application of unit prices to the quantities actually performed) not to exceed:

Thirty-one million, three hundred sixty-six thousand, six
hundred thirty-eight dollars and eighteen cents

\$31,366,638.18

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer and shall fully complete all work hereunder within the time or times stated within the Contract Documents.
3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of aggregate unit prices for work performed as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract and the Performance Bond and Payment Bond, the County shall find the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional surety shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as: (electronic check box)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Questionnaire | <input checked="" type="checkbox"/> Proposal |
| <input checked="" type="checkbox"/> Advertisement for Bids | <input checked="" type="checkbox"/> Financial Statement |
| <input checked="" type="checkbox"/> Instructions to Prospective Contractors | <input checked="" type="checkbox"/> General Covenants and Conditions |
| <input checked="" type="checkbox"/> Code and Ordinance Requirements | <input checked="" type="checkbox"/> Additional Contractor Responsibilities |
| <input checked="" type="checkbox"/> Protest Information | <input checked="" type="checkbox"/> Applicable Federal Requirements |
| <input checked="" type="checkbox"/> Special Provisions | <input checked="" type="checkbox"/> Department of Business Development Provision |
| <input checked="" type="checkbox"/> Combined Affidavit | <input type="checkbox"/> Wages and Benefits Provisions |
| <input checked="" type="checkbox"/> Specific Code / Affidavits Applications | <input checked="" type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Ownership Disclosure Form | <input checked="" type="checkbox"/> Standards |
| <input type="checkbox"/> Community Workforce Program;
Job Order Request Form | <input checked="" type="checkbox"/> Plans / Sketches |
| <input checked="" type="checkbox"/> Contract | <input checked="" type="checkbox"/> All Addenda Issued |
| <input checked="" type="checkbox"/> Bid Bond | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Performance and Payment Bond
(if required, Bid Bond is required) | |

6. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.

7. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

8. The County retains the right to audit any and all information regarding this Contract as described in the Appendix A – Code and Ordinance Requirements, Section 21 and in the Instructions To Prospective Contractor, Section 19.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)

ATTEST By: *[Signature]*

(Secretary)

Lucrécia Gonzalez
(Print or type name)

H&R Paving Inc.
(Name of Corporation)

[Signature]
(Signature of Officer)

Paul Gonzalez
(Print or type name)

President
(Official Title)

1955 NW 110 AV.

Miami FL 33172
(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

CONTRACT NO. 20250046

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)

By: _____
(Signature of Joint Venture)

By: _____
(Signature of Joint Venture)

(Print or type name)

(Print or type name)

(Title)

(Title)

(Address)

(Address)

(PARTIES OF THE SECOND PART)

NOTE: Complete Joint Venture in accordance with Section 16 of the Instructions to Prospective Contractors.

CONTRACT NO. 20250046

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Juan Fernandez-Barquin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness signature)

By: _____
(Signature of partner)

(Print or type name)

By: _____
(Print or type name)

(Witness signature)

(Print or type name)

(Address)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT: STATE OF _____)

COUNTY OF _____)SS.:

Before me personally appeared _____ as Partner in the above named Partnership, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20____.

Notary Public: _____
(Signature)

State of _____ at large
My Commission expires _____