

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(1)(A)

07-10-07

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-849-07

RESOLUTION APPROVING RETROACTIVE CHANGE ORDER NO. ONE & FINAL TO THE CONTRACT WITH H & J ASPHALT, INC., RATIFYING THE PRODUCTION INCENTIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CONTRACTOR AND REALLOCATING TO THE CONTINGENCY ALLOWANCE \$106,180.99 IN CONTRACT FUNDS FOR RESURFACING (PUBLIC WORKS DEPARTMENT) CONTRACT (MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT PROJECT NO. 20040422)

**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 finds in the best interest of the County to approve Retroactive Change Order No. One & Final, for Resurfacing (Public Works Department) Contract, with H & J Asphalt, Inc., ratifying the production incentive agreement between Miami-Dade County and the contractor and reallocating \$106,180.99 from base contract funds to the contingency allowance in order to compensate the contractor for earned production incentives, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor to execute same for and on behalf of Miami-Dade County.

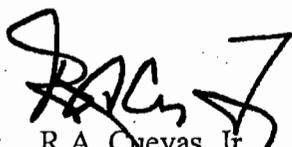


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** July 10, 2007

**FROM:**   
R.A. Cuevas, Jr.  
Acting County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)(A)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

5

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

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	nay		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 12th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. 

Richard Seavey

# MIAMI-DADE COUNTY, FLORIDA

## PUBLIC WORKS DEPARTMENT

### CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1

CONTRACT NO: 20040422

DATE: 2/12/2007

PROJECT TITLE: Resurfacing

TO CONTRACTOR: H & J Asphalt, Inc. 4310 N.W. 35th Avenue Miami, FL 33142

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

**Description of work authorized:** Transfer \$106,180.99 from the base contract amount to the contingency allowance in order to compensate the contractor for earned production incentives. This Change Order does not require additional funding nor increases the overall contract amount.

**Monetary Justification:** Between August 25, 2005, and October 24, 2005, Miami-Dade County was stricken or otherwise affected by hurricanes Katrina, Rita and Wilma. The impact of those storms resulted in a delay of approximately four months in all ongoing resurfacing contracts at the time. In addition, in November, 2005, Port Everglades notified the contractors that AC-30 asphaltic bituminous liquid, which is one of the main ingredients in the production of asphalt, was no longer available and would not be available at said port for an indefinite period of time. (Continued below)

**Time Justification:** No time extension required.

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

#### SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT	\$1,100,000.00
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$1,100,000.00
COST OF CHANGES WITH THIS DOCUMENT	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$1,100,000.00
PERCENT INCREASE WITH THIS CHANGE	0%
TOTAL PERCENT INCREASE TO DATE	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	365 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	0 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE	365

**CERTIFYING STATEMENT:** I hereby certify that the changes and supporting cost data included is, in my considered opinion, necessary and accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding.

Approved: ENGINEER OR CONSULTING ENGINEER \_\_\_\_\_ Date: \_\_\_\_\_

Recommended By: PROJECT MANAGER \_\_\_\_\_ Date: \_\_\_\_\_

#### TO BE FILLED OUT BY PUBLIC WORKS DEPARTMENT

FUNDS BUDGET CODE CPE 99C BCC 99C RESURF 99110

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: [Signature] Date: 2/1/07

Accepted By: H & J Asphalt, Inc. [Signature] Humberto Lozano, Jr. President Contractor 2/22/07

Accepted By: Surety [Signature] D.A. Peis Surety 2/20/07

Travelers Casualty + Surety Company of America

Reviewed By: Manager, Construction Division [Signature] 2-28-07

Approved By: Assistant Director [Signature] 2-28-07

Approved By: Director [Signature] 3-1-07

Approved By: Director, DBD [Signature] 3/1/07

8

# MEMORANDUM



**Date:** July 10, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager 

**Subject:** Resolution Approving Retroactive Change Order No. One and Final  
Resurfacing (Public Works Department) Contract  
Project No. 20040422

Agenda Item No. 8(P)(1)(A)

## Recommendation

The attached **Retroactive Change Order No. One and Final** of a contract between **H & J Asphalt, Inc.** and Miami-Dade County has been prepared by the Public Works Department (PWD) and is recommended for approval. This Change Order ratifies a Production Incentive Agreement between the County and the contractor that addressed the delays on resurfacing work caused by the 2005 hurricane season and the resulting scarcity of asphalt components. This Change Order also reallocates contract funds to the contingency allowance to compensate the contractor for earned production incentives.

**CHANGE ORDER NUMBER:** One and Final (Retroactive)

## Scope

**PROJECT NAME:** Resurfacing (Public Works Department) Contract

**PROJECT NO:** 20040422

**CONTRACT NO:** 20040422

**PROJECT DESCRIPTION:** Work in this contract consists of furnishing all supervision, labor, materials, equipment and tools, and performing all operations necessary for resurfacing.

**PROJECT LOCATION:** Countywide

**PRIMARY COMMISSION DISTRICT:** Countywide

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Public Works Department

**MANAGING DEPARTMENT:** Public Works Department

## Fiscal Impact / Funding Source

**ORIGINAL FUNDING SOURCE:** This contract is funded by Road Impact Fees (RIF).

**CHANGE ORDER FUNDING SOURCE:** This Change Order does not increase the contract amount.

**PTP FUNDING:** No

**GOB FUNDING:** No

**CHANGE ORDER DESCRIPTION:** Ratify the original Production Incentive Agreement (Exhibit "D") between Miami-Dade County and the contractor and transfer \$106,180.99 from the base contract amount to the contingency allowance in order to compensate the contractor for earned production incentives. This Change Order does not require additional funding nor increase the overall contract amount.

**MONETARY JUSTIFICATION:** Between August 25, 2005, and October 24, 2005, Miami-Dade County was stricken or otherwise affected by Hurricanes Katrina, Rita and Wilma. The impact of these storms resulted in a delay of approximately four (4) months in all ongoing resurfacing contracts that were underway at the time. In addition, in November, 2005, Port Everglades notified the contractors that AC-30 asphaltic bituminous liquid, which is one of the main ingredients in the production of asphalt, was no longer available at said port for an indefinite period of time. However, the contractor was able to purchase the liquid, when available, at other facilities such as Tampa, Jacksonville and Atlanta in limited quantities, at higher prices and incurring additional transportation costs. This shortage added approximately three (3) months to the already existing delay.

It is in the best interest of the County to complete pending infrastructure improvement projects before additional price increases occur, to complete the work delayed due to the 2005 hurricane season and address the unavailability of AC-30 liquid. To this end, the County and the contractor entered into a production incentive agreement (Exhibit "D") under which the contractor would receive additional compensation of \$20.00 per ton of asphalt employed on a particular month, as long as the monthly production for that month exceeded the contractual monthly production rate for at least 25%. The additional compensation is governed by and subject to the provisions contained in said agreement between Miami-Dade County and the contractor.

The agreement applied to ten separate resurfacing contracts in effect at the time. Execution of the agreement significantly accelerated production and represented a total net savings to the County of \$1,366,020.72, since the cost per ton of asphalt plus the production incentive was still lower than the prices received on later contracts throughout the end of 2006. Savings attributable to the contract subject of this Change Order totaled \$119,223.14 (see Exhibit "E"). It is important to note that these totals do not include additional savings associated with shortened time delays and costs to rebid.

Approval of this Change Order will ratify the production incentive agreement and will allow the Public Works Department to utilize \$106,180.99 in base contract funds to cover a contingency allowance overrun caused by the payment of the production incentive.

This Change Order is presented to the County Commission for approval at the end of the contract time in order to provide a definitive amount in contracts funds to be reallocated to the contingency allowance. This contract did not exceed the original contract amount.

**TIME JUSTIFICATION:** No time extension is required.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$990,090.08	\$0.00	(\$106,180.99)	\$883,909.09	\$636,648.20	\$247,260.89
CONTINGENCY:	\$99,009.01	\$0.00	\$106,180.99	\$205,190.00	\$205,190.00	\$0.00
DEDICATED:	\$10,900.91	\$0.00	\$0.00	\$10,900.91	\$0.00	\$10,900.91
TOTALS:	\$1,100,000.00	\$0.00	\$0.00	\$1,100,000.00	\$841,838.20	\$258,161.80

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	365	365	0	730
CONTINGENCY:	0	0	0	0
TOTAL DURATION:	365	365	0	730

**INITIATING FACTOR(S) FOR CHANGE ORDER**

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	\$0.00	0
Unforeseen / Unforeseeable Change	\$0.00	0
Total:	\$0.00	

**Track Record / Monitor**

PRIME CONTRACTOR: H & J Asphalt, Inc.

COMPANY PRINCIPAL: Humberto Lorenzo and Jorge A. Lorenzo

COMPANY QUALIFIERS: Jorge A. Lorenzo

COMPANY EMAIL ADDRESS: asph@bellsouth.net

COMPANY STREET ADDRESS: 4310 NW 35<sup>th</sup> Avenue

COMPANY CITY-STATE-ZIP: Miami, Florida 33142

YEARS IN BUSINESS: 17

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Seventeen (17) contracts for a total of \$23,378,400.00 (See Exhibit "A").

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): Homestead Concrete, One Way Striping and Titan American

CONTRACT MANAGER

Michael Moore

3

(305) 375-2930

jm1@miamidade.gov

NAME/PHONE/EMAIL:

PROJECT MANAGER Carlos Palma (305) 375-3750  
NAME/PHONE/EMAIL: cpalma@miamidade.gov

Background

**BACKGROUND:**

This contract was awarded to the lowest responsive, responsible bidder, H & J Asphalt, Inc., on April 15, 2005. The Notice to Proceed (NTP) was issued with an effective date of July 15, 2005 and with a contract time of 365 calendar days. The NTP included an option to renew for an additional calendar year at the discretion of the Director of the Public Works Department. The original contract expiration date was July 14, 2006.

The contract's Option to Renew was exercised by the Public Works Department with the consent of the contractor, and the contract expiration date was extended for an additional calendar year to July 14, 2007.

BUDGET APPROVAL  
FUNDS AVAILABLE:

  
OSBM DIRECTOR 4-26-07  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
COUNTY ATTORNEY 4-26-07  
DATE

  
ASSISTANT COUNTY 4-27-07  
MANAGER DATE



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216459

Certificate No. 000452906

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John Harrold, Stewart Martin, M. Stephen Jackman, and D. A. Belis

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of May, 2006

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 18th day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2006.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

Approved By: Director OSBM

Approved By: County Attorney

Approved By: County Manager

Attested By: Clerk of the Board

for   
 \_\_\_\_\_  
 \_\_\_\_\_

2-28-07

3-1-07

**Monetary Justification: (Continued)**

The contractors were able to purchase the liquid, when available, at other facilities such as Tampa, Jacksonville and Atlanta in limited quantities, at higher prices and incurring additional transportation costs. This shortage added approximately three months to the already existing delay.

It is in the best interest of the County to complete pending infrastructure improvement programs before additional price increases occur and to complete the work delayed by the 2005 hurricane season, as well as addressing the unavailability of AC-30 liquid. To this end, the County and the contractor entered into an agreement under which the contractor would receive additional compensation of \$20.00 per ton of asphalt employed on a particular month, as long as the production for that month exceeded the contractual monthly production rate by a minimum of 25%. The additional compensation is governed by and subject to the provisions contained in said agreement between Miami-Dade County and the contractor.

**Time Justification Declaration:**

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.



# MIAMI DADE COUNTY

## Firm History Report

(excluding A&E)

From: 02/01/2002 To: 02/21/2007

FIRM NAME: H & J ASPHALT, INC.  
4310 NW 35th Ave  
Miami, FL 33142-4323

E X H I B I T " A "

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REPORTED	SUBCONTRACTORS
CF002202	1	DE	GOAL CSBE 15%	10/02/2002	\$7,500,000	\$6,962,852	08/10/2006	* CIMA ENGINEERING CORP. - \$75,000.00 * M E F CONSTRUCTION, INC. - \$0.00 * STAR PAVING CORP. - \$0.00 * STRAIGHTLINE ENGINEERING GROUP, INC. - \$1,350,000.00
ROADWAY RESTORATION AND DRAINAGE MITIGATION (SIC 16)								
Change Order #	1	JUN-22-04			\$500,000			
					\$8,000,000			
20030252	1	PW	GOAL CSBE 5%	09/16/2004	\$1,000,000	\$303,398	11/28/2006	* G & B STRPING, INC. - \$25,400.00 * HOMESTEAD CONCRETE & DRAINAGE, INC. - \$0.00 * MIAMI STRPING & SIGNS, INC. - \$34,600.00
ONIP V - RESURFACING (ZONE 2) (SIC 16)								
20030253	1	PW	GOAL CSBE 5%	10/20/2004	\$1,000,000	\$411,258	11/28/2006	* G & B STRPING, INC. - \$60,000.00
ONIP V - RESURFACING (ZONE 3) (SIC 16)								
					\$1,000,000			
20040275	1	PW	GOAL CSBE 6%	03/30/2005	\$1,110,000	\$414,655	11/28/2006	* CIMA ENGINEERING CORP. - \$33,300.00 * ONE WAY STRPING, INC. - \$33,300.00
WASD - STREET PAVEMENT REHABILITATION - ZONE 1 (SIC 16)								
					\$1,110,000			
20040276	1	PW	GOAL CSBE 6%	03/30/2005	\$1,110,000	\$259,076	11/28/2006	* CIMA ENGINEERING CORP. - \$33,300.00 * ONE WAY STRPING, INC. - \$33,300.00
WASD - STREET PAVEMENT REHABILITATION - ZONE 2 (SIC 16)								

\* Indicates closed or expired contracts  
Wednesday, February 21, 2007



# MIAMI DADE COUNTY

## Firm History Report

(excluding A&E)

From: 02/01/2002 To: 02/21/2007

FIRM NAME: H & J ASPHALT, INC.  
4310 NW 35th Ave  
Miami, FL 33142-4323

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REPORTED	SUBCONTRACTORS
20040423	1	PW	GOAL CSBE 10%	04/08/2005	\$1,100,000	\$319,948 11/28/2006	\$917,383 01/31/2007	* HOMESTEAD CONCRETE & DRAINAGE, INC. - \$0.00 * ONE WAY STRIPING, INC. - \$110,000.00
					<u>\$1,100,000</u>			
20040422	1	PW	GOAL CSBE 10%	04/08/2005	\$1,100,000	\$171,962 11/28/2006	\$942,508 01/31/2007	* HOMESTEAD CONCRETE & DRAINAGE, INC. - \$0.00 * ONE WAY STRIPING, INC. - \$110,000.00
					<u>\$1,100,000</u>			
20040323	1	PW	GOAL CSBE 8.51%	05/03/2005	\$1,500,000	\$585,061 11/28/2006	\$536,635 06/21/2006	* CIMA ENGINEERING CORP. - \$60,000.00 * SOUTH FLORIDA UNLIMITED CORP. - \$0.00 * STRAIGHTLINE ENGINEERING GROUP, INC. - \$75,000.00
					<u>\$1,500,000</u>			
20050155 (7360)	1	PW	GOAL CSBE 8%	10/13/2005	\$665,000	\$0 11/29/2006	\$573,004 02/05/2007	* G & B STRIPING, INC. - \$35,910.00 * MIAMI STRIPING & SIGNS, INC. - \$17,356.50
					<u>\$665,000</u>			
20060030 (7360)	1	PW	NO MEASURE	04/11/2006	\$960,000	\$0 11/29/2006	\$32,328 09/12/2006	
					<u>\$960,000</u>			

12



# MIAMI DADE COUNTY

## Firm History Report

(excluding A&E)

From: 02/01/2002 To: 02/21/2007

PRIMES

FIRM NAME: H & J ASPHALT, INC.  
 4310 NW 35th Ave  
 Miami, FL 33142-4323

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAYD TO PRIME AS OF	DATE REP TO DATE REPORTED	SUBCONTRACTORS
20060031 (7360)	1	PW	NO MEASURE	04/11/2006	\$960,000	\$0	11/29/2006	
INTERSECTIONS AND NEIGHBORHOOD IMPROVEMENT CONTRACT								
					<u>\$960,000</u>			
20060032 (7360)	1	PW	NO MEASURE	04/11/2006	\$960,000	\$0	11/29/2006	
INTERSECTIONS AND NEIGHBORHOOD IMPROVEMENT CONTRACT								
					<u>\$960,000</u>			
20060039 (7360)	14	PW	NO MEASURE	06/05/2006	\$880,000	\$0	11/29/2006	
ROADWAY RESURFACING - DISTRICT 2 (SIC 16)								
					<u>\$880,000</u>			
20060064 (7360)	1	PW	NO MEASURE	06/05/2006	\$307,400	\$0	11/29/2006	
ROADWAY RESURFACING - DISTRICT 5 (SIC 16)								
					<u>\$307,400</u>			
20060197 (7360)	1	PW	NO MEASURE CSBE 0%	08/09/2006	\$579,000	\$0	11/29/2006	
ONIP RESURFACING CONTRACT DISTRICT 4 (SIC 16)								
					<u>\$579,000</u>			

5

\* Indicates closed or expired contracts

Wednesday, February 21, 2007

Page 3

Ver: 1



**MIAMI DADE COUNTY**  
**Firm History Report**  
*(excluding A&E)*

From: 02/01/2002 To: 02/21/2007

**PRIMES**

FIRM NAME: H & J ASPHALT, INC.  
 4310 NW 35th Ave  
 Miami, FL 33142-4323

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
20060198 (7360)	1	PW	NO MEASURE CSBE 0%	08/10/2006	\$696,000	\$0	11/29/2006	
					<u>\$696,000</u>			
20060328 (7360)	1	PW	NO MEASURE	11/21/2006	\$1,151,000			
					<u>\$1,151,000</u>			
Total Award Amount <u>\$22,576,400</u> Total Change Orders Approved by BCC <u>\$600,000</u> Total Change Orders Approved After Requested Date Range <u>\$23,176,400</u> Total Change Orders Pending <u>\$0</u> Total Change Orders Pending <u>\$0</u> Total Change Orders Pending <u>\$23,176,400</u>								

14

BID TABULATION REPORT  
April 8, 2005 11:26 AM

E X H I B I T " B "

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>S.F.</u>	<u>Unit</u>	<u>Quantity</u>	<u>S.F.</u>	<u>Unit</u>	<u>Quantity</u>
1-WS	SAW CUT EXISTING TRENCH AND REMOVE EXISTING COLD PATCH (2" avg.) TO EXPOSE BASE. If base is suitable, replace cold patch with 2" avg. of Type S-1 A. C. hot mix until level with surface.	S.F.	150.00	6.50	5.00	975.00	5.00	750.00	5.00
101-327	MOBILIZATION FOR MILLING. (To be paid once, per each Section of a Township and Range) May be deleted if no milling in Section.	PER/SEC	15.00	700.00	601.00	10,500.00	9,015.00	1,000.00	15,000.00
102-74-1A	BARRICADES (TEMPORARY- TYPE I, II & VP)	EA/DA Y	300.00	0.40	0.25	120.00	75.00	0.30	90.00
102-75A	CONSTRUCTION SIGNS	EA/DA Y	200.00	0.40	0.25	80.00	50.00	1.00	200.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DA Y	150.00	18.00	10.20	2,700.00	1,530.00	20.00	3,000.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
City/ST/Zip MIAMI, FL. 33018

Name APAC-SOUTHEAST, INC  
Address 7600 N.W. 69TH AVENUE  
City/ST/Zip MEDLEY, FL. 33166

Name BREWER COMPANY OF FLORIDA, INC  
Address 10400 NW 121 WAY  
City/ST/Zip MIAMI, FLORIDA-33178

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
1-WS	SAW CUT EXISTING TRENCH AND REMOVE EXISTING COLD PATCH (2" avg.) TO EXPOSE BASE. If base is suitable, replace cold patch with 2" avg. of Type S-1 A. C. hot mix until level with surface.	S.F.	150.00	3.00	450.00	3.00	450.00	0.50	75.00
101-327	MOBILIZATION FOR MILLING. ( To be paid once, per each Section of a Township and Range ) May be deleted if no milling in Section.	PER/S EC	15.00	2,000.00	30,000.00	350.00	5,250.00	100.00	1,500.00
102-74-1A	BARRICADES ( TEMPORARY- TYPE I, II & VP)	EA/DA Y	300.00	0.25	75.00	1.00	300.00	0.50	150.00
102-75A	CONSTRUCTION SIGNS	EA/DA Y	200.00	0.30	60.00	0.27	54.00	0.50	100.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DA Y	150.00	11.00	1,650.00	10.50	1,575.00	0.50	75.00

16

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>S.F.</u>	<u>Quantity</u>
1-WS	SAW CUT EXISTING TRENCH AND REMOVE EXISTING COLD PATCH (2" avg.) TO EXPOSE BASE. If base is suitable, replace cold patch with 2" avg. of Type S-1 A. C. hot mix until level with surface.	S.F.	150.00	5.00	750.00
101-327	MOBILIZATION FOR MILLING. ( To be paid once, per each Section of a Township and Range ) May be deleted if no milling in Section.	PER/SEC	15.00	1.00	15.00
102-74-1A	BARRICADES ( TEMPORARY- TYPE I, II & VP)	EA/DA Y	300.00	2.00	600.00
102-75A	CONSTRUCTION SIGNS	EA/DA Y	200.00	2.00	400.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DA Y	150.00	1.00	150.00

17

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
102-91-2	SOLID TRAFFIC STRIPE PAVEMENT MARKINGS - TEMPORARY-4" STRIPE [(Yellow or white) (Tape or paint)]	L.F.	65,000.00	0.20	13,000.00	0.05	3,250.00	0.16	10,400.00
102-91-3	SKIP TEMPORARY PAVEMENT MARKINGS 4" STRIPE [(Yellow or white) (Tape or paint) (10' Stripe, 30' Space)]	L.F.	8,000.00	0.20	1,600.00	0.15	1,200.00	0.17	1,360.00
102-91-4	TEMPORARY MESSAGES (ONLY/ MERGE/SCHOOL/R)	EA.	25.00	40.00	1,000.00	47.40	1,185.00	35.00	875.00
110-4	REMOVAL OF EXISTING PAVEMENT	S.Y.	800.00	3.30	2,640.00	1.00	800.00	10.00	8,000.00
110-4-0	REMOVAL OF EXISTING CURB AND GUTTER, GUTTER, OR CURB- ( Any kind or type)(including base preparation)	L.F.	75.00	50.00	3,750.00	5.30	397.50	10.00	750.00

18

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
 City/ST/Zip MIAMI, FL. 33018

APAC-SOUTHEAST, INC  
 7600 N.W. 69TH AVENUE  
 MEDLEY, FL. 33166

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY  
 MIAMI, FLORIDA-33178

Item No	Description	Unit	Quantity						
102-91-2	SOLID TRAFFIC STRIPE PAVEMENT MARKINGS - TEMPORARY-4" STRIPE [(Yellow or white) (Tape or paint)]	L.F.	65,000.00	0.20	13,000.00	0.20	13,000.00	0.01	650.00
102-91-3	SKIP TEMPORARY PAVEMENT MARKINGS 4" STRIPE [(Yellow or white) (Tape or paint) (10' Stripe, 30' Space)]	L.F.	8,000.00	0.20	1,600.00	0.20	1,600.00	0.01	80.00
102-91-4	TEMPORARY MESSAGES (ONLY/ MERGE/SCHOOL/R)	EA.	25.00	40.00	1,000.00	47.00	1,175.00	0.01	0.25
110-4	REMOVAL OF EXISTING PAVEMENT	S.Y.	800.00	10.00	8,000.00	5.00	4,000.00	0.50	400.00
110-4-0	REMOVAL OF EXISTING CURB AND GUTTER, OR CURB-GUTTER, OR CURB- (Any kind or type)(including base preparation)	L.F.	75.00	10.00	750.00	5.00	375.00	10.00	750.00

17

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	
102-91-2	SOLID TRAFFIC STRIPE PAVEMENT MARKINGS - TEMPORARY-4" STRIPE [(Yellow or white) (Tape or paint)]	L.F.	65,000.00	3,900.00
102-91-3	SKIP TEMPORARY PAVEMENT MARKINGS 4" STRIPE [(Yellow or white) (Tape or paint) (10' Stripe, 30' Space)]	L.F.	8,000.00	1,440.00
102-91-4	TEMPORARY MESSAGES (ONLY/ MERGE/SCHOOL/R)	EA.	25.00	1,350.00
110-4	REMOVAL OF EXISTING PAVEMENT	S.Y.	800.00	800.00
110-4-0	REMOVAL OF EXISTING CURB AND GUTTER, GUTTER, OR CURB- (Any kind or type)(including base preparation)	L.F.	75.00	2,250.00

20

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK ( up to 8" thick, including base preparation)	S.Y.	450.00	6.00	2,700.00	6.10	2,745.00	15.00	6,750.00
120-1	REGULAR EXCAVATION	C.Y.	300.00	4.00	1,200.00	3.60	1,080.00	10.00	3,000.00
120-2-2	BORROW EXCAVATION - [(Contractor supplied, truck measurement) (This item is contingent upon field conditions and may be increased, or decreased, or eliminated by the Engineer)]	C.Y.	300.00	5.50	1,650.00	8.70	2,610.00	10.00	3,000.00
120-2-3	EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source)	C.Y.	300.00	6.50	1,950.00	6.00	1,800.00	10.00	3,000.00

21

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
City/ST/Zip MIAMI, FL. 33018

Name APAC-SOUTHEAST, INC  
Address 7600 N.W. 69TH AVENUE  
City/ST/Zip MEDLEY, FL. 33166

Name BREWER COMPANY OF FLORIDA, INC  
Address 10400 NW 121 WAY  
City/ST/Zip MIAMI, FLORIDA-33178

Item No	Description	Unit	Quantity				
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK ( up to 8" thick, including base preparation)	S.Y.	450.00	10.00	4,500.00	10.00	4,500.00
120-1	REGULAR EXCAVATION	C.Y.	300.00	10.00	3,000.00	5.00	1,500.00
120-2-2	BORROW EXCAVATION . [(Contractor supplied, truck measurement) (This item is contingent upon field conditions and may be increased, or decreased, or eliminated by the Engineer)]	C.Y.	300.00	15.00	4,500.00	15.00	4,500.00
120-2-3	EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source)	C.Y.	300.00	15.00	4,500.00	18.00	5,400.00
							2,400.00

22

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK ( up to 8" thick, including base preparation)	S.Y.	450.00	16,200.00
120-1	REGULAR EXCAVATION	C.Y.	300.00	3,000.00
120-2-2	BORROW EXCAVATION - [(Contractor supplied, truck measurement) (This item is contingent upon field conditions and may be increased, or decreased, or eliminated by the Engineer)]	C.Y.	300.00	1,500.00
120-2-3	EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source)	C.Y.	300.00	1,500.00

23

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

Item No	Description	Unit	Quantity	C.Y.	6.00	1,800.00	10.00	3,000.00
120-2-4	EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material.	C.Y.	300.00	3.00	900.00	6.00	1,800.00	3,000.00
160-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	S.Y.	4,500.00	1.50	6,750.00	2.80	12,600.00	9,000.00
2-WS	REPLACEMENT OF BASE AND COLD PATCH; [Remove exposed unsuitable base and replace with 8" of limerock (or 6" A.C. hot mix) Replace removed cold patch with Type S-1 A.C. (2" avg.) until level with surface]	S.F.	150.00	15.00	2,250.00	11.60	1,740.00	600.00
200-1-2	LIMEROCK BASE [(8" Thick) (Double Course) (Primed)]	S.Y.	800.00	8.00	6,400.00	9.90	7,920.00	8,000.00

24

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
 14005 N.W. 186TH STREET.  
 7600 N.W. 69TH AVENUE

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY

City/ST/Zip MIAMI, FL. 33018 MEDLEY, FL. 33166 MIAMI, FLORIDA-33178

Item No	Description	Unit	Quantity	30.00	4,500.00	30.00	9,000.00	8.00	2,400.00
120-2-4	EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material.	C.Y.	300.00	15.00	4,500.00	30.00	9,000.00	8.00	2,400.00
160-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	S.Y.	4,500.00	3.00	13,500.00	2.00	9,000.00	0.01	45.00
2-WS	REPLACEMENT OF BASE AND COLD PATCH [Remove exposed unsuitable base and replace with 8" of limerock (or 6" A.C. hot mix) Replace removed cold patch with Type S-1 A.C. (2" avg.) until level with surface]	S.F.	150.00	8.00	1,200.00	5.00	750.00	0.50	75.00
200-1-2	LIMEROCK BASE [(8" Thick) (Double Course) (Primed)]	S.Y.	800.00	15.00	12,000.00	10.00	8,000.00	2.00	1,600.00

25

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>
120-2-4	EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material.	C.Y.	300.00	3,000.00
160-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	S.Y.	4,500.00	6,750.00
2-WS	REPLACEMENT OF BASE AND COLD PATCH [Remove exposed unsuitable base and replace with 8" of limerock (or 6" A.C. hot mix) Replace removed cold patch with Type S-1 A.C. (2" avg.) until level with surface]	S.F.	150.00	1,050.00
200-1-2	LIMEROCK BASE [(8" Thick) (Double Course) (Primed)]	S.Y.	800.00	8,000.00

26

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
200-2A	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (See Special Provisions)	S.Y.	850.00	5.00	4,250.00	5.30	4,505.00	10.00	8,500.00
300-1-999	BITUMINOUS MATERIAL	L.S.	1.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
327-70	ADJUSTMENT MILLING EXISTING PAVEMENT [(1" Payment for greater cuts will be paid proportionally)]	S.Y.	50,000.00	1.50	75,000.00	1.65	82,500.00	2.00	100,000.00
331-72-1	ASPHALTIC CONCRETE (TYPE S-1) (1" THICK)	TON	9,500.00	48.00	456,000.00	57.70	548,150.00	53.00	503,500.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	325.00	48.00	15,600.00	66.95	21,758.75	53.00	17,225.00

27

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET. 7600 N.W. 69TH AVENUE  
 APAC-SOUTHEAST, INC BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY

City/ST/Zip MIAMI, FL. 33018 MEDLEY, FL. 33166 MIAMI, FLORIDA-33178

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
200-2A	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (See Special Provisions)	S.Y.	850.00	4,250.00	2.00	1,700.00	2.00	14,000.00	1,700.00
300-1-999	BITUMINOUS MATERIAL	L.S.	1.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
327-70	ADJUSTMENT MILLING EXISTING PAVEMENT	S.Y.	50,000.00	100,000.00	2.00	100,000.00	1.00	50,000.00	50,000.00
331-72-1	ASPHALTIC CONCRETE (TYPE S-1) (1" THICK)	TON	9,500.00	617,500.00	69.50	660,250.00	54.00	513,000.00	513,000.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	325.00	23,400.00	75.00	24,375.00	60.00	19,500.00	19,500.00

28

**BID TABULATION REPORT**

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>		
200-2A	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (See Special Provisions)	S.Y.	850.00	15.00	12,750.00
300-1-999	BITUMINOUS MATERIAL	L.S.	1.00	14,000.00	14,000.00
327-70	ADJUSTMENT MILLING EXISTING PAVEMENT	S.Y.	50,000.00	2.00	100,000.00
331-72-1	ASPHALTIC CONCRETE (TYPE S-1) (1" THICK)	TON	9,500.00	60.00	570,000.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	325.00	60.00	19,500.00

25

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
351-2A	CURB RAMP DETECTABLE WARNING SURFACE (Labor and material as described in the Special Provisions and included per FDOT Standard Details Index No. 304 (Truncated Domes) As directed by Engineer.	S.F.	100.00	10.00	1,000.00	25.50	2,550.00	12.00	1,200.00
425-4(2)	ADJUSTING INLETS	EA.	40.00	100.00	4,000.00	153.00	6,120.00	300.00	12,000.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	150.00	100.00	15,000.00	128.00	19,200.00	200.00	30,000.00

30

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
City/ST/Zip MIAMI, FL. 33018

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY  
 MIAMI, FLORIDA-33178

APAC-SOUTHEAST, INC  
 7600 N.W. 69TH AVENUE  
 MEDLEY, FL. 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
351-2A	CURB RAMP DETECTABLE WARNING SURFACE (Labor and material as described in the Special Provisions and included per FDOT Standard Details Index No. 304 (Truncated Domes) As directed by Engineer.	S.F.	100.00	15.00	1,500.00	10.00	1,000.00	50.00	5,000.00
425-4(2)	ADJUSTING INLETS	EA.	40.00	140.00	5,600.00	250.00	10,000.00	10.00	400.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	150.00	130.00	19,500.00	350.00	52,500.00	175.00	26,250.00

W

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>5,000.00</u>
351-2A	CURB RAMP DETECTABLE WARNING SURFACE (Labor and material as described in the Special Provisions and included per FDOT Standard Details Index No. 304 (Truncated Domes) As directed by Engineer.	S.F.	100.00	50.00
425-4(2)	ADJUSTING INLETS	EA.	40.00	100.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	150.00	100.00
				4,000.00
				15,000.00

32

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.  
Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.  
City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	150.00	100.00	15,000.00	76.50	11,475.00	150.00	22,500.00
425-721E	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes.	EA.	10.00	250.00	2,500.00	204.00	2,040.00	250.00	2,500.00
425-944B	RECONSTRUCT MANHOLE	EA.	30.00	150.00	4,500.00	204.00	6,120.00	500.00	15,000.00

*W*

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
 7600 N.W. 69TH AVENUE

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY

City/ST/Zip MIAMI, FL. 33018 MEDLEY, FL. 33166 MIAMI, FLORIDA-33178

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>				
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	150.00	125.00	18,750.00	175.00	26,250.00
425-721E	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes.	EA.	10.00	600.00	6,000.00	10.00	100.00
425-944B	RECONSTRUCT MANHOLE	EA.	30.00	1,050.00	31,500.00	10.00	300.00

39

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>EA.</u>	<u>7,500.00</u>
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	150.00	50.00	7,500.00
425-721E	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes.	EA.	10.00	100.00	1,000.00
425-944B	RECONSTRUCT MANHOLE	EA.	30.00	100.00	3,000.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
4WS1	NIGHT DIFFERENTIAL FOR PAVEMENT REPAIR - Additional payment for execution of work under one or all of the following items: 1WS1, 2WS1, 3WS1, & 1WS1SP. Pay item is Lump Sum per night, all inclusive.	L.S.	15.00	700.00	10,500.00	240.00	3,600.00	1,000.00	15,000.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	100.00	18.00	1,800.00	35.70	3,570.00	25.00	2,500.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps)]	S.Y.	600.00	35.00	21,000.00	39.00	23,400.00	40.00	24,000.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days)	S.Y.	500.00	37.00	18,500.00	44.50	22,250.00	50.00	25,000.00
522-55	SAW CUT - (When specifically called for by Work Order or as per Engineer's orders)	L.F.	120.00	10.00	1,200.00	1.00	120.00	1.00	120.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
City/ST/Zip MIAMI, FL. 33018

Name APAC-SOUTHEAST, INC  
Address 7600 N.W. 69TH AVENUE  
City/ST/Zip MEDLEY, FL. 33166

Name BREWER COMPANY OF FLORIDA, INC  
Address 10400 NW 121 WAY  
City/ST/Zip MIAMI, FLORIDA-33178

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
4WS1	NIGHT DIFFERENTIAL FOR PAVEMENT REPAIR - Additional payment for execution of work under one or all of the following items: 1WS1, 2WS1, 3WS1, & 1WS1SP. Pay item is Lump Sum per night, all inclusive.	L.S.	15.00	900.00	13,500.00	250.00	3,750.00	100.00	1,500.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	100.00	20.00	2,000.00	20.00	2,000.00	10.00	1,000.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps)]	S.Y.	600.00	30.00	18,000.00	30.00	18,000.00	0.01	6.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days)	S.Y.	500.00	33.00	16,500.00	35.00	17,500.00	0.01	5.00
522-55	SAW CUT - (When specifically called for by Work Order or as per Engineer's orders)	L.F.	120.00	5.00	600.00	1.00	120.00	1.00	120.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	
4WS1	NIGHT DIFFERENTIAL FOR PAVEMENT REPAIR - Additional payment for execution of work under one or all of the following items: 1WS1, 2WS1, 3WS1, & 1WS1SP. Pay item is Lump Sum per night, all inclusive.	L.S.	15.00	15.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	100.00	1,000.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps)]	S.Y.	600.00	6,000.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days)	S.Y.	500.00	2,500.00
522-55	SAW CUT - (When specifically called for by Work Order or as per Engineer's orders)	L.F.	120.00	120.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	S.Y.	500.00	3.50	1,750.00	5.10	2,550.00	5.00	2,500.00
5WS1	NIGHT DIFFERENTIAL FOR MILLING - Additional payment for execution of milling work at night. Pay item is Lump sum per night all inclusive.	L.S.	15.00	700.00	10,500.00	510.00	7,650.00	1,000.00	15,000.00
6WS1	NIGHT DIFFERENTIAL FOR RESURFACING - Additional payment for execution of resurfacing work at night - Pay item is lump sum per night.	L.S.	15.00	700.00	10,500.00	240.00	3,600.00	1,000.00	15,000.00
700-1-14	ROADSIDE SIGN (STOP) (R1-1)	AS.	10.00	200.00	2,000.00	248.00	2,480.00	185.00	1,850.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi- directional, all colors)	EA.	3,000.00	4.50	13,500.00	4.30	12,900.00	3.90	11,700.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET. 7600 N.W. 69TH AVENUE  
City/ST/Zip MIAMI, FL. 33018 MEDLEY, FL. 33166 MIAMI, FLORIDA-33178  
BREWER COMPANY OF FLORIDA, INC  
10400 NW 121 WAY

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	S.Y.	500.00	5.00	2,500.00	5.00	2,500.00	3.00	1,500.00
5WS1	NIGHT DIFFERENTIAL FOR MILLING - Additional payment for execution of milling work at night. Pay item is Lump sum per night all inclusive.	L.S.	15.00	1,500.00	22,500.00	250.00	3,750.00	100.00	1,500.00
6WS1	NIGHT DIFFERENTIAL FOR RESURFACING - Additional payment for execution of resurfacing work at night - Pay item is lump sum per night.	L.S.	15.00	1,500.00	22,500.00	250.00	3,750.00	100.00	1,500.00
700-1-14	ROADSIDE SIGN (STOP) (R1-1)	AS.	10.00	205.00	2,050.00	495.00	4,950.00	235.00	2,350.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	3,000.00	4.30	12,900.00	4.50	13,500.00	4.10	12,300.00

50

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>
575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	S.Y.	500.00	3.00
5WS1	NIGHT DIFFERENTIAL FOR MILLING - Additional payment for execution of milling work at night. Pay item is Lump sum per night all inclusive.	L.S.	15.00	1.00
6WS1	NIGHT DIFFERENTIAL FOR RESURFACING - Additional payment for execution of resurfacing work at night - Pay item is lump sum per night.	L.S.	15.00	1.00
700-1-14	ROADSIDE SIGN (STOP) (R1-1)	AS.	10.00	282.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi- directional, all colors)	EA.	3,000.00	5.00
				15,000.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

Item No	Description	Unit	Quantity	EA.	4.50	6,750.00	4.30	6,450.00	3.90	5,850.00
706-1-12A	REFLECTIVE PAVEMENT MARKERS PERMANENT (Bi-Directional) amber/amber	EA.	1,500.00	4.50	6,750.00	4.30	6,450.00	3.90	5,850.00	
711-2A	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6'-10' SKIP)	L.F.	1,000.00	1.15	1,150.00	0.40	400.00	1.00	1,000.00	
711-3	PAVEMENT MESSAGES [(ONLY/MERGE/SCH OOL/RR) (Thermoplastic)]	EA.	20.00	105.00	2,100.00	79.00	1,580.00	90.00	1,800.00	
711-33-34	SKIP TRAFFIC STRIPE- [(4" White/Yellow) (10' Stripe, 30' Skip)(Thermoplastic, lead free)]	L.F.	10,000.00	0.50	5,000.00	0.40	4,000.00	0.40	4,000.00	
711-35-121	SOLID TRAFFIC STRIPE (12" WHITE) (THERMOPLASTIC)	L.F.	5,000.00	1.50	7,500.00	1.80	9,000.00	1.30	6,500.00	
711-35-181	SOLID TRAFFIC STRIPE (18" WHITE) (THERMOPLASTIC)	L.F.	1,000.00	2.00	2,000.00	1.80	1,800.00	1.75	1,750.00	
711-35-241	SOLID TRAFFIC STRIPE (24" WHITE) (THERMOPLASTIC)	L.F.	3,500.00	3.20	11,200.00	3.70	12,950.00	2.75	9,625.00	

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET. 7600 N.W. 69TH AVENUE  
City/ST/Zip MIAMI, FL. 33018 MEDLEY, FL. 33166 MIAMI, FLORIDA-33178

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>						
706-1-12A	REFLECTIVE PAVEMENT MARKERS PERMANENT (Bi-Directional) amber/amber	EA.	1,500.00	4.30	6,450.00	4.50	6,750.00	4.10	6,150.00
711-2A	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6'-10' SKIP)	L.F.	1,000.00	1.10	1,100.00	0.43	430.00	0.40	400.00
711-3	PAVEMENT MESSAGES [(ONLY/MERGE/SCH OOL/RR) (Thermoplastic)]	EA.	20.00	100.00	2,000.00	80.00	1,600.00	75.00	1,500.00
711-33-34	SKIP TRAFFIC STRIPE- [(4" White/Yellow) (10' Stripe, 30' Skip)(Thermoplastic, lead free)]	L.F.	10,000.00	0.45	4,500.00	0.43	4,300.00	0.40	4,000.00
711-35-121	SOLID TRAFFIC STRIPE (12" WHITE) (THERMOPLASTIC)	L.F.	5,000.00	1.45	7,250.00	1.70	8,500.00	1.70	8,500.00
711-35-181	SOLID TRAFFIC STRIPE (18" WHITE) (THERMOPLASTIC)	L.F.	1,000.00	1.95	1,950.00	1.80	1,800.00	1.70	1,700.00
711-35-241	SOLID TRAFFIC STRIPE (24" WHITE) (THERMOPLASTIC)	L.F.	3,500.00	3.05	10,675.00	3.47	12,145.00	3.50	12,250.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>		
706-1-12A	REFLECTIVE PAVEMENT MARKERS PERMANENT (Bi-Directional) amber/amber	EA.	1,500.00	5.00	7,500.00
711-2A	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6' 10' SKIP)	L.F.	1,000.00	0.48	480.00
711-3	PAVEMENT MESSAGES [(ONLY/MERGE/SCH OOL/RR) (Thermoplastic)]	EA.	20.00	90.00	1,800.00
711-33-34	SKIP TRAFFIC STRIPE- [(4" White/Yellow) (10' Stripe, 30' Skip)(Thermoplastic, lead free)]	L.F.	10,000.00	0.48	4,800.00
711-35-121	SOLID TRAFFIC STRIPE (12" WHITE) (THERMOPLASTIC)	L.F.	5,000.00	2.04	10,200.00
711-35-181	SOLID TRAFFIC STRIPE (18" WHITE) (THERMOPLASTIC)	L.F.	1,000.00	2.04	2,040.00
711-35-241	SOLID TRAFFIC STRIPE (24" WHITE) (THERMOPLASTIC)	L.F.	3,500.00	2.86	10,010.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.  
 Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.  
 City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

98

Item No	Description	Unit	Quantity						
711-35-41	SOLID TRAFFIC STRIPE [(4" WHITE)(Thermoplastic)]	L.F.	22,000.00	0.50	11,000.00	0.40	8,800.00	0.92	20,240.00
711-35-61	SOLID TRAFFIC STRIPE (6" White)(Thermoplastic)	L.F.	2,000.00	0.65	1,300.00	0.60	1,200.00	0.55	1,100.00
711-35-81	SOLID TRAFFIC STRIPE (8" WHITE)(THERMOPLASTIC)	L.F.	1,000.00	0.90	900.00	0.90	900.00	0.75	750.00
711-36-181	SOLID TRAFFIC STRIPE (18" yellow)(Thermoplastic)	L.F.	800.00	0.65	520.00	2.00	1,600.00	0.55	440.00
711-36-41	SOLID TRAFFIC STRIPE [(4"Yellow)(THERMOPLASTIC)(Lead-free)]	L.F.	22,000.00	0.50	11,000.00	0.45	9,900.00	0.40	8,800.00
711-36-61	SOLID TRAFFIC STRIPE (6" yellow)(Thermoplastic)	L.F.	12,000.00	0.65	7,800.00	0.65	7,800.00	0.55	6,600.00
711-4	DIRECTIONAL ARROWS	EA.	50.00	60.00	3,000.00	47.40	2,370.00	50.00	2,500.00
711-5	GUIDELINES [(6" DOTTED) (2'-4' White)(Thermoplastic)]	L.F.	1,000.00	1.15	1,150.00	3.70	3,700.00	1.00	1,000.00
711-7	REMOVE EXISTING PAVEMENT MARKINGS	S.F.	200.00	3.00	600.00	2.10	420.00	2.50	500.00
990	ALLOWANCE-PERMITS	L.S.	1.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET. 7600 N.W. 69TH AVENUE  
City/ST/Zip MIAMI, FL. 33018 MEDLEY, FL. 33166 MIAMI, FLORIDA-33178

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY

46

Item No	Description	Unit	Quantity							
711-35-41	SOLID TRAFFIC STRIPE [(4" WHITE)(Thermoplastic)	L.F.	22,000.00	0.45	9,900.00	0.40	8,800.00	0.40	8,800.00	8,800.00
711-35-61	SOLID TRAFFIC STRIPE (6" White)(Thermoplastic)	L.F.	2,000.00	0.60	1,200.00	0.60	1,200.00	0.58	1,160.00	1,160.00
711-35-81	SOLID TRAFFIC STRIPE (8" WHITE)(THERMOPLASTIC)	L.F.	1,000.00	0.85	850.00	0.75	750.00	0.86	860.00	860.00
711-36-181	SOLID TRAFFIC STRIPE (18" yellow)(Thermoplastic)	L.F.	800.00	1.85	1,480.00	1.85	1,480.00	1.85	1,480.00	1,480.00
711-36-41	SOLID TRAFFIC STRIPE [(4"Yellow)(THERMOPLASTIC)(Lead-free)]	L.F.	22,000.00	0.45	9,900.00	0.40	8,800.00	0.45	9,900.00	9,900.00
711-36-61	SOLID TRAFFIC STRIPE (6" yellow)(Thermoplastic)	L.F.	12,000.00	0.60	7,200.00	0.62	7,440.00	0.60	7,200.00	7,200.00
711-4	DIRECTIONAL ARROWS	EA.	50.00	55.00	2,750.00	47.00	2,350.00	45.00	2,250.00	2,250.00
711-5	GUIDELINES [(6" DOTTED) (2'-4' White)(Thermoplastic)	L.F.	1,000.00	1.10	1,100.00	2.70	2,700.00	3.50	3,500.00	3,500.00
711-7	REMOVE EXISTING PAVEMENT MARKINGS	S.F.	200.00	2.75	550.00	2.10	420.00	2.00	400.00	400.00
990	ALLOWANCE-PERMITS	L.S.	1.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

42

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>		
711-35-41	SOLID TRAFFIC STRIPE - [(4" WHITE)(Thermoplastic)]	L.F.	22,000.00	0.48	10,560.00
711-35-61	SOLID TRAFFIC STRIPE (6" White) (Thermoplastic)	L.F.	2,000.00	0.70	1,400.00
711-35-81	SOLID TRAFFIC STRIPE (8" WHITE) (THERMOPLASTIC)	L.F.	1,000.00	1.03	1,030.00
711-36-181	SOLID TRAFFIC STRIPE (18" yellow) (Thermoplastic)	L.F.	800.00	2.22	1,776.00
711-36-41	SOLID TRAFFIC STRIPE [(4"Yellow) (THERMOPLASTIC) (Lead-free)]	L.F.	22,000.00	0.54	11,880.00
711-36-61	SOLID TRAFFIC STRIPE (6" yellow) (Thermoplastic)	L.F.	12,000.00	0.72	8,640.00
711-4	DIRECTIONAL ARROWS (Thermoplastic)	EA.	50.00	54.00	2,700.00
711-5	GUIDELINES [(6" DOTTED) (2'-4' White) (Thermoplastic)]	L.F.	1,000.00	4.20	4,200.00
711-7	REMOVE EXISTING PAVEMENT MARKINGS (Thermoplastic)	S.F.	200.00	2.40	480.00
990	ALLOWANCE-PERMITS	L.S.	1.00	1,000.00	1,000.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name H&J ASPHALT, INC. PAVEX CORPORATION H&R PAVING INC.

Address 4310 NW 35 AVE 2501 NW 48 STREET 1955 NW 110 AVE.

City/ST/Zip MIAMI, FL 33142 POMPANO, FL 33073 MIAMI, FL 33172

48

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>				
999-02	CONTINGENCY (10% OF BUDGETED AMOUNT)	L.S.	1.00	100,000.00	100,000.00	100,000.00	100,000.00
999-1	FOR ALL COST ASSOCIATED WITH THE INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL... (SEE "INSTRUCTIONS TO BIDDERS" AND "GENERAL SPECIFICATIONS") (1 % OF TOTAL BID)	L.S.	1.00	10,000.00	10,000.00	10,000.00	10,000.00
				<u>System Calculated Total</u>	\$942,235.00	\$1,034,956.25	\$1,099,325.00
				<u>Contractor's Bid Items Total</u>	\$942,235.00	\$1,034,956.25	\$1,099,325.00
				<u>submitted total from contractor</u>	\$942,235.00	\$1,034,956.25	\$1,099,325.00

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name COMMUNITY ASPHALT CORPORATION.  
Address 14005 N.W. 186TH STREET.  
 City/ST/Zip MIAMI, FL. 33018

BREWER COMPANY OF FLORIDA, INC  
 10400 NW 121 WAY  
 MIAMI, FLORIDA-33178

Item No	Description	Unit	Quantity				
999-02	CONTINGENCY (10% OF BUDGETED AMOUNT)	L.S.	1.00	100,000.00	100,000.00	100,000.00	100,000.00
999-1	FOR ALL COST ASSOCIATED WITH THE INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL...(SEE "INSTRUCTIONS TO BIDDERS" AND "GENERAL SPECIFICATIONS" (1 % OF TOTAL BID))	L.S.	1.00	10,000.00	10,000.00	10,000.00	10,000.00

99

<u>System Calculated Total</u>	\$1,201,440.00	\$1,240,789.00	\$873,231.25
<u>Contractor's Bid Items Total</u>	\$1,201,440.00	\$1,240,789.00	\$873,231.25
<u>submitted total from contractor</u>	\$1,201,440.00	\$1,240,789.00	\$873,231.25

BID TABULATION REPORT

April 8, 2005 11:26 AM

Project Name Resurfacing

Project No. 20040422

Bid Open Date 01/26/2005

Name GENERAL ASPHALT CO., INC.

Address 4850 NW 72 AVE

City/ST/Zip MIAMI, FL 33166

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	
999-02	CONTINGENCY ALLOWANCE (10% OF BUDGETED AMOUNT)	L.S.	1.00	100,000.00
999-1	FOR ALL COST ASSOCIATED WITH THE INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL..(SEE "INSTRUCTIONS TO BIDDERS" AND "GENERAL SPECIFICATIONS" (1 % OF TOTAL BID))	L.S.	1.00	10,000.00

50

System Calculated Total \$1,023,886.00  
Contractor's Bid Items Total \$1,023,886.00  
submitted total from contractor \$1,023,886.00

**Exhibit "C"**

Project No.: 20040422  
 Project Name: Resurfacing (Public Works Department) Contract  
 Contractor: H & J Asphalt, Inc.

Change Orders	Time Extension (Calendar Days)	Items Added	Increase / Decrease Amounts	BCC / County Manager Approval Dates / Status
1 and Final	0	0	\$0.00	In Process
<b>TOTALS:</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	

Original Contract Time (Calendar Days): 365  
 Effective Notice to Proceed Date: July 15, 2005  
 Original Contract Completion Date: July 14, 2006  
 Time Extension (Approved Change Orders): N/A  
 Calendar Days added by Option to Renew: 365  
 Revised Completion Date: July 14, 2007  
 Time Extension (This Change Order): 0  
 Revised Completion Date (Including this Change Order): July 14, 2007

Total calendar days incl. Option: 730

Original Contract Amount: \$1,100,000.00

Approved Change Order Amounts:

Adjusted Contract Amount Prior to this Change Order:	\$0.00
Contract Amount Increase/Decrease this Change Order:	\$1,100,000.00
Adjusted Contract Amount Including this Change Order:	\$0.00

Contract Usage	Original Contract Amount and Approved Change Orders	Total Amount Paid (before Change Order)	Balance before Change Order	This Change Order	Balance after Change Order
Contract Items without Contingency	\$990,090.08	\$636,648.20	\$353,441.88	-\$106,180.99	\$247,260.89
Contingency Allowance	\$99,009.01	\$205,190.00	-\$106,180.99	\$106,180.99	\$0.00
Dedicated Allowance	\$10,900.91	\$0.00	\$10,900.91	\$0.00	\$10,900.91
<b>Items + Contingency</b>	<b>\$1,100,000.00</b>	<b>\$841,838.20</b>	<b>\$258,161.80</b>	<b>\$0.00</b>	<b>\$258,161.80</b>

**Contingency Usage**

Original Contingency	Total Contingency Payments before Change Order	Value of contingency items being added as new contract pay items in this Change Order	Value to date of contingency items not included in this Change Order through latest Requisition #7, from August 01, 2006, to August 31, 2006.	
			Contingency Usage	Contingency Balance after Change Order
\$99,009.01	\$205,190.00	\$106,180.99	\$99,009.01	\$0.00

**Work Order Encumbrance**

Total Work Orders Issued	Total Amount Encumbered (Includes Revised and Canceled Work Orders)	Completed and Paid	Encumbered Balance	Amount Unencumbered
N/A	N/A	N/A	\$0.00	N/A

Note: This data corresponds to the latest payment requisition.  
 Req.: #7, from August 01, 2006, to August 31, 2006.  
 Total of this Requisition: \$62,224.70



EXHIBIT "D"

Public Works
111 NW 1st Street • Suite 1610
Miami, Florida 33128-1970
T 305-375-2111 F 305-375-2547

miamidade.gov

- ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

MIAMI DADE COUNTY
PUBLIC WORKS DEPARTMENT

RESURFACING CONTRACTS No. 20030252, 20030253, 20040422, 20040423 and 20050155.

CONTRACTOR: H & J Asphalt Inc.
4310 NW 35 AVE
Miami, FL 33142

On August 25, 2005 Miami Dade County was stricken by Hurricane Katrina. On September 19, 2005 Hurricane Rita made landfall in the South Florida area. October 24, 2005 Miami Dade County was once again hit by Hurricane Wilma. The impact of three storms resulted in a delay of approximately four months in all ongoing resurfacing contracts at the time. In addition, on November, 2005, Port Everglades notified the contractors that AC-30 liquid, which is one of the main ingredients in the production of asphalt, was no longer and would not be available at said port for an indefinite period of time. The contractors were able to purchase the liquid, when available, at other ports such as Tampa and Jacksonville in limited quantities, higher prices and additional transportation costs. This crisis added approximately three more months to the already existing delay.

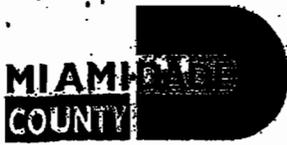
It is in the best interest of the County to complete the pending infrastructure improvement programs before additional price increases occur.

To complete the work delayed by the 2005 hurricane season and the unavailability of AC-30 liquid used for the production of asphalt, effective June 1, 2006, contractors that exceed the contractual Monthly Production Rate of \$80,000.00 by 25% or more will be compensated up to \$20.00 per Ton of Asphalt, not to exceed a total per ton rate of \$68.00, subject to the following provisions:

1-Compensation will be made only if the monthly production is equal to or exceeds \$100,000.00. In the event that, due to circumstances beyond the contractor's control, such as inclement weather conditions or unavailability of materials for more than four working days in the requisition period, production will be prorated according to...

Handwritten signature/initials

52



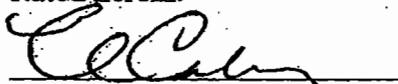
- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Services
- Medical Examiners
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

2-For any period that the production rate falls below \$100,000.00, unless clause No. 1 applies, the contractor will be paid at the established contract prices.

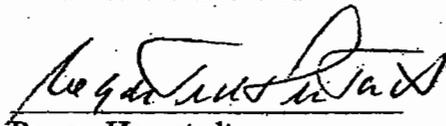
3-Additional compensation will be made only on portions of the work accepted by the Engineer. Portions of work that fail inspection will not be considered as part of the monthly production rate until deficiencies have been corrected.

4-If, for the convenience of the County and at the discretion of the Department, the Contractor is asked to remain working in a specific work order, which affects the production rate in any other contract, the contractor will be compensated in all contracts provided that the combined monthly production of the five contracts exceeds \$600,000.00

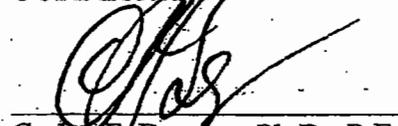
By accepting this offer the contractor agrees to work in an expeditious manner until completion of the contract without any additional compensation other than the one stated herein.

  
\_\_\_\_\_  
Esther Calas, P.E.  
Public Works Director

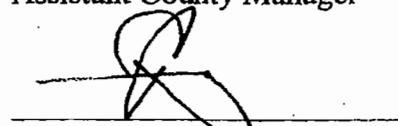
5/31/06  
Date

  
\_\_\_\_\_  
Roger Hernstadt,  
OCI Director

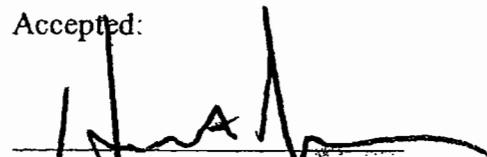
06/01/06  
Date

  
\_\_\_\_\_  
Carlos F. Bonzon, Ph.D., P.E.  
Assistant County Manager

6/1/06  
Date

  
\_\_\_\_\_  
Pedro Hernandez, P.E.  
Deputy County Manager

6/1/06  
Date

Accepted:  
  
\_\_\_\_\_  
Humberto Lorenzo  
President  
H & J Asphalt Inc,

5-25-2006  
Date

*Selecting Excellence Every Day*

Miami-Dade County Public Works Department

Resurfacing Contracts Incentive Agreement Analysis

Exhibit "E"

Project No.	Contractor	Change Order Y/N	NTP	Required Monthly Production	Production from 06-01-06 to 01-31-07 (6-month Period)	Average Monthly Production (5-month Period)*	Actual vs. Required Production	Tons of Asphalt Production from 05-31-06 to 01-31-07*	Asphalt Price Per Ton, Including Incentive	Average Price Per Ton, New Contracts	Savings to Miami-Dade County
20030252	H & J Asphalt, Inc.	Y	1/31/2005	\$ 80,000.00	\$ 673,817.88	\$ 134,763.58	168.45%	7,944.29	\$ 66.00	\$ 81.77	\$ 125,281.45
20030253	H & J Asphalt, Inc.	N	1/31/2005	\$ 80,000.00	\$ 376,031.01	\$ 75,206.20	94.01%	4,975.22	\$ 66.00	\$ 81.77	\$ 78,459.22
20040422	H & J Asphalt, Inc.	Y	7/15/2005	\$ 80,000.00	\$ 770,870.97	\$ 154,174.19	192.72%	8,658.18	\$ 66.00	\$ 81.77	\$ 119,223.14
20040423	H & J Asphalt, Inc.	Y	7/15/2005	\$ 80,000.00	\$ 626,682.88	\$ 125,336.58	156.67%	6,871.43	\$ 65.00	\$ 81.77	\$ 115,233.88
20040450	H & R Paving, Inc.	Y	8/15/2005	\$ 80,000.00	\$ 576,325.85	\$ 115,265.17	144.08%	7,079.56	\$ 66.00	\$ 81.77	\$ 111,644.66
20040506	H & R Paving, Inc.	N	7/25/2005	\$ 80,000.00	\$ 759,571.18	\$ 151,914.24	189.89%	8,750.19	\$ 66.00	\$ 81.77	\$ 137,990.50
20040507	H & R Paving, Inc.	Y	7/25/2005	\$ 80,000.00	\$ 1,366,107.03	\$ 273,221.41	341.53%	17,111.61	\$ 66.00	\$ 81.77	\$ 269,850.09
20040508	H & R Paving, Inc.	N	8/8/2005	\$ 80,000.00	\$ 756,432.56	\$ 151,286.51	189.11%	8,134.41	\$ 67.00	\$ 81.77	\$ 120,145.24
20040509	H & R Paving, Inc.	Y	8/8/2005	\$ 80,000.00	\$ 1,408,687.09	\$ 281,737.42	352.17%	15,766.45	\$ 66.00	\$ 81.77	\$ 217,104.02
20050155	H & J Asphalt, Inc.	N	1/3/2006	\$ 80,000.00	\$ 545,920.80	\$ 109,184.16	136.48%	4,239.03	\$ 65.00	\$ 81.77	\$ 71,088.53

Total Savings: \$ 1,366,020.72

\* This corresponds to an 5-month period because resurfacing work under these contracts stopped for 90 days due to the unavailability of AC-30 bituminous liquid and delays due to the arrivals of the hurricanes.

54

# Memorandum



**Date:** July 10, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Report of findings on H&R Paving, Inc. and H&J Asphalt, Inc. related to contract compliance with Community Small Business Enterprise and Responsible Wage and Benefit Contract Requirements

Supplement to  
Agenda Item Nos.  
8(P)1a, 8(P)1b & 8(P)1c

On May 15, 2007, the Governmental Operations and Environmental Committee (GOEC) requested information related to the compliance of H&J Asphalt, Inc. and H&R Paving, Inc. in regard to the Community Small Business Enterprise (CSBE) Program, §10-33.02, Code of Miami-Dade County and the Responsible Wages and Benefits Ordinances (Responsible Wages and Benefits), §2-11.16, Code of Miami-Dade County. Specifically, GOEC deferred four project change order items pending receipt of a report as to the small business compliance performance history of the referenced firms. This report provides a compliance history for contracts awarded to these two firms that included CSBE goals, as well as compliance with Responsible Wages and Benefits requirements.

Small Business Affairs (SBA) in the Department of Procurement Management is responsible for monitoring compliance with the County's small business programs for construction, goods and services and design. SBA monitoring in regard to the CSBE Program and the Responsible Wages and Benefits consists of compliance audits performed throughout the term of each project. These audits consist of field site visits, and review of Monthly Utilization Reports, certified payrolls and related project documents. The CSBE and Responsible Wages and Benefits requirements are included in all solicitation documents. This ensures that all firms interested in submitting bids are aware of what is expected in regard to the applicable ordinances. In addition, SBA participates in pre-construction meetings with awarded firms to ensure that prior to commencement of work the firms are again reminded of the wage and CSBE requirements. Once a firm has been issued the first Notice of Violation (NOV), SBA offers a free training session to assist the non-compliant firm to achieve compliance.

## H&J Asphalt

H & J Asphalt (H&J) has been awarded ten projects as a prime contractor with CSBE goals since November 2001. The projects have CSBE goals ranging from 5 to 15 percent (Attachment 1). The established CSBE goals were met on two of the projects. Four projects are open and in progress. H&J has not met the required CSBE goal on four projects and will be required to perform CSBE make-ups on three projects. No goal makeup was required on the fourth project because final payment was made on the project prior to the issuance of the Notice of Violation. Prior to November 2006, goal deficits were calculated after final payments were made to CSBE firms. However, a County Attorney opinion clarified that NOVs may not be issued once final payments and certificates of completion are issued. As a result, the practice of waiting until the end of a project to issue a notice ceased, and staff began to confirm close to final utilization once work in the field is completed, and before final payment is made. This allows the accuracy of the CSBE make-up amounts to be determined. If after the project is closed out, the payments to CSBE firms increase, the deficit amounts are adjusted accordingly. Following are

Following are the three Public Works Department projects awarded to H&J where CSBE make-up goals are required:

1. **20040422 – Resurfacing (SIC 16)\*\***
  - a) CSBE goal = 10%
  - b) CSBE goal achieved = 8.1%
  - c) CSBE deficit = \$17,928
2. **20040423 – Resurfacing (SIC 16)\*\***
  - a) CSBE goal = 10%
  - b) CSBE goal achieved = 5.98%
  - c) CSBE deficit = \$36,897
3. **20030252 – QNIP IV, Resurfacing Zone 2**
  - a) CSBE goal = 5%
  - b) CSBE goal achieved = 4.13%
  - c) CSBE deficit = \$5,905

*\*\* SBA denied a request from H&J to utilize Miami Striping & Signs on the projects due to CSBE program requirements that require the prime to utilize the CSBE submitted with the bid. CSBE participation would have been higher had SBA counted the dollars paid to the unapproved CSBE. This practice is in place to avoid bid shopping practices that are detrimental to small and emerging businesses.*

The total documented deficit in regard to the CSBE participation is \$60,730. In each of these three projects, the final scope of work was reviewed with the user department to confirm that the scope of work assigned the CSBE was, in fact, available and completed under the contract. Pursuant to the CSBE Ordinances, the applicable sanction is a make-up of double the dollar value of the deficiency on a current or future award. The double make-up goal due the County from H&J is \$121,460. In a meeting with SBA/DPM staff on June 1, 2007, H&J agreed to perform the make-up on any new awards. This is consistent with Code requirements and the current practice for all firms with deficits.

Since November 1999, H&J has been found in violation of the Responsible Wages and Benefits Ordinance on 12 occasions. The violations range from the firm's 'Failure to Post Wages at the Job Site' (five occasions); 'Submittal of inaccurate payrolls' (one occasion); and 'Underpayment of Employees' (six occasions). These wage violations are valued at \$5,803. As a result of enforcement efforts, the underpayments have since been recovered and the employees have been paid (Attachment 3). Therefore, H & J does not have any outstanding Responsible Wages and Benefits issues at this time.

As a result, it is recommended that the change orders for Project Nos. 20030252, 20040422 and 20040423 be approved. Responsibility determinations should be considered in the event of any future violations by this firm.

### **H&R Paving**

Since September 1998, H&R Paving, Inc. (H&R) has been awarded 30 projects as a prime contractor with CSBE goals. These projects have CSBE goals ranging from five to 27 percent (Attachment 2). The CSBE goals were met on 14 of the projects and nine projects are open and considered in progress. On seven projects, H&R did not meet the required CSBE goal. Notices of Violation that included CSBE make-up requirements were issued on four of the seven

projects. Violations were not issued on three of these projects because final payment was made prior to issuance of the Notice of Violation. This is consistent with the referenced legal guidance. The four projects where the make-up of CSBE measures is required are:

1. **RM-6-01/03 – Pavement Repairs (SIC 16)**
  - a) CSBE goal = 14%
  - b) CSBE goal achieved = 4.6%
  - c) CSBE deficit = \$478,562
2. **693232Q – Local Drainage DERM contract**
  - a) CSBE goal = 10%
  - b) CSBE goal achieved = 0%
  - c) CSBE deficit = \$150,000
3. **20030256 – NE 1<sup>st</sup> Ave. and 2<sup>nd</sup> Ave. from NE 5<sup>th</sup> to NE 11<sup>th</sup> St.**
  - a) CSBE goal = 27%
  - b) CSBE goal achieved = 0%
  - c) CSBE deficit = \$243,818
4. **20030249 – QNIP IV Drainage (SIC 16)**
  - a) CSBE goal = 12%
  - b) CSBE goal achieved = 3%
  - c) CSBE deficit = \$85,172

On March 6, 2007, SBA staff issued a NOV to H&R for attempting to comply with the CSBE Ordinances through fraud, misrepresentation or material misstatement on the above referenced projects. H&R has appealed the NOV. This matter is currently scheduled to be reviewed by the Review Committee (RC) on June 13, 2007. The documented deficit in regard to the CSBE participation is \$957,552. Pursuant to the CSBE Program, the applicable sanction is a make –up of up to double the dollar value of deficiency on a current or future award. The double make-up goal due the County for H&R would therefore be \$1,915,104. Awards by the Public Works Department for H&R are currently being held pending the outcome of an appeal hearing.

Since 1998, H&R has been found in violation of the Responsible Wages and Benefits Ordinances on 22 occasions. The violations range from the firm's 'Failure to Post Wages at the Job Site' (13 occasions); 'Underpayment of Employees' (two occasions); 'Submittal of Inaccurate Payrolls' (five occasions); 'Failure to allow interview of employees' (one occasion); and 'Failed to respond to Payroll Audit' on one occasion (Attachment 3). In October 2001, a settlement agreement in regard to wage violations based on a series of underpayments was entered between the Public Works Department (PWD) (copy attached) and H&R in the amount of \$55,000. Exact amounts of underpayment could not be determined by staff due to the lack of consistency and accuracy in the certified payrolls submitted by the firm. The amount was collected from the firm and placed in the Small Business Conference Trust Fund.

On May 23, 2007, SBA staff issued an NOV to H&R Paving after a comprehensive seven month review of five projects (Numbers 20040450; 20040506; 20040507; 20040508; and 20040509). H&R has submitted documents in the form of certified payrolls that do not accurately report hourly wages paid, hours worked and the names of employees that performed work on the projects. Based on a careful and detailed review and analysis of the documents submitted by the firm and other project documents, staff determined that H&R had underpaid employees on each of the projects. In accordance with the Responsible Wages and Benefits Ordinances, a stop payment action of H&R's final invoice has been issued to protect the back wages due to the employees. In a meeting with staff on June 1, 2007, legal representatives for H&R indicated

they will be appealing these findings. Subsequent to this meeting, a request was made by the firm to present evidence to support its certified payrolls. As a result of the above, staff does not recommend approval of the change order for Project No. 20040450, or the award of Project No. W-897 Division 1.

These enforcement efforts are a result of collaborative efforts between SBA and PWD staff. The compliance violations have been communicated to the referenced firms as the violations have been detected. Documentation has been provided to firm representatives, as well as the County issuing departments and project managers. Where there are ongoing compliance violations of County ordinances that ensure participation of small businesses and payment of wages in accordance with contractual agreements with the County, issues of responsibility will be closely reviewed by issuing departments prior to any new awards. In fact, the Responsible Wages and Benefits Ordinances require that bidders pay back wages and penalties owed on previous contracts prior to award of future contracts. The Code also requires that mandatory debarment be pursued when there is a fourth violation of the Responsible Wages and Benefits Ordinances.

During the May 15, 2007 discussions at the meeting of the GOEC, it was suggested that staff review the methodology for including CSBE participation goals on construction projects and determine whether the process used to establish these goals are appropriate. As part of the comprehensive review of our small business programs and services, on May 29, 2007 I directed staff to review the business processes and to develop methodologies and programs that better ensure meaningful participation of small businesses in County contracting. The primary focus of this effort is to strengthen our small business support function, revamp our procedures, and to set objective and achievable goals to maximize the participation of small and emerging businesses. Procedural changes and program improvements will be implemented as they are developed.



Assistant County Manager

Miami-Dade County  
H&J Asphalt  
Community Small Business Enterprise Goals on Awarded Projects  
CSBE Compliance History

Project No.	Goal	Achieved	CSBE Utilized to Meet Goal	Project Complete	Goal Met	Deficit	Comments
629901Q	6%	6%	Miami Striping Inc.	YES	<input type="checkbox"/>		
CF002202	15%	17%	Cima Engineering 1% Engineering 18%	YES	<input type="checkbox"/>		
20030252	5%	4.10%	G&B Striping 2.54% Striping 3.46%	YES	NO	\$5,905	\$45,205 (4.75%) in striping work was issued on this contract. Reported payments to CSBEs \$39,300 leaving a deficit of \$5,905 in participation.
20030253	5%	4.8%	G&B Striping	95%	NO	NO	PWD/paid H&J Prior to N.OV.
20040275	6%	3%	One Way Striping	42%	Open		
20040276	6%	1%	One Way Striping	47%	Open		
20040422	10%	8%	One Way Striping	YES	NO	\$17,928	
20040423	10%	5%	One Way Striping	YES	NO	\$36,897	
20040323	9%	0%	Cima Engineering 4% Engineering 5%	36%	Open		
20050155	8%	5%	G&B Striping 5.4% Striping 2.61%	86%	Open		

5

H&R Paving Inc.  
History of Compliance with Miami-Dade County's Community Small Business Enterprise Goals on Awarded Projects

Project No.	Goal	Achieved	CSBE Firm Utilized to Meet Goal	Project Completed	Goal met?	Deficit Amount	Comments
640336	6%	11%	Quality Paving Corp.	Yes	Yes		
671034	6%	6%	Quality Paving Corp.	Yes	Yes		
W-819A	15%	15%	Quality Paving Corp.	Yes	Yes		
W-819B	15%	15%	Quality Paving Corp.	Yes	Yes		
630013Q	6%	8%	Berlo Industries	Yes	Yes		
630014Q	6%	6%	Berlo Industries	Yes	Yes		
629902Q	6%	6%	G&B Striping	Yes	Yes		
RM-6-01/03	14%	4.6%	High-Tech Striping 7% Shasa Engineering 7%	Yes	No	\$478,862	(2) Per final Monthly Utilization Report total paid to H&R was \$5,137,911.57 of the \$6,000,000. CSBE Utilization should have been \$719,307. High Tech was paid \$240,444.98. Total deficit High Tech \$119,209 + Shasa \$359,653=\$478,562. Pending Appeal: Hearing date scheduled for June 13, 2007
CF002203	15%	0%	Shasa Engineering	Yes	No		(1)
630023	12%	0%	Shasa Engineering	Yes	No		(1)
693232Q	10%	0%	Shasa Engineering	Yes	No	\$300,000	(2) Pending Appeal: Hearing date scheduled for June 13, 2007
20030001	6%	6%	USA Striping	Yes	Yes		
CF005003B	15%	9%	Shasa Engineering	Yes	No		(1)
20030002	6%	6%	USA Striping	Yes	Yes		
20030003	6%	6%	USA Striping	Yes	Yes		
20030256	27%	0%	Shasa Engineering	Yes	No	\$487,636	(2) Pending Appeal: Hearing date scheduled for June 13, 2007
20030250	12%	13%	Pilome Engineering	Yes	Yes		
20030255	5%	3%	USA Striping	Yes	Yes		Project ended at 66% total work. The County Attorney has opined that contractors cannot be held to CSBE

6

H&R Paving Inc.  
History of Compliance with Miami-Dade County's Community Small Business Enterprise Goals on Awarded Projects

Project ID	5%	3%	USA Striping	Shasa Engineering Pilome Engineering	Yes	Yes	Project ended at 42% total work. The project was not used to capacity due to the bituminous material shortage at the beginning of the year. The County Attorney has opined that contractors cannot be held to CSBE goal if project is not fully utilized.
20030254	5%	3%	USA Striping		Yes	Yes	(2) Pending Appeal: Hearing date scheduled for June 13, 2007
20030249	12%	3%	Shasa Engineering Pilome Engineering		Yes	No	\$215,134.00
20040506	10%	6%	G&B Striping 6.20% Miami Striping 3.80%		No	Open	
20040507	10%	7%	G&B Striping 6.93% Miami Striping 3.07%		No	Open	
20040508	10%	9%	G&B Striping 9% Miami Striping 1%		No	Open	
20040509	10%	5%	G&B Striping 4.90% Miami Striping 5.10%		No	Open	
20040450	10%	5%	Miami Striping 2.70% USA Striping 7.30%		No	Open	
693253	15%	15%	CEB Construction		Yes	Yes	
20040398	18%	22%	G&B Striping 1% Pilome Engineering 11% Quality Paving 6%		No	Open	
RM-6-05/07	20%	0%	Pilome Engineering		No	Open	
20060291	6%	0%	Berlo Industries		No	Open	
20060208	15%	0%	Quality Construction Corp.		No	Open	

(1) Notice of Violation (NOV) was issued after final payment and Certificate of Final Completion is issued.

(2) Shasa Engineering was decertified due to its affiliation to H&R Paving, Inc. The decertification was upheld by the County Manager's Review Committee (RC) in a decision issued on 11/8/06. On 2/1/07 and 3/6/07 H&R was issued NOV's on these projects for attempting to comply with CSBE requirements through fraud and/or misrepresentation and for failure to meet the goal on projects where it submitted bids and other documents indicating Shasa would perform work to meet CSBE goals that was instead performed by H&R.

Miami Dade County  
History of Contract Violations  
April 16, 1990 through May 16, 2007

Date of Violation	Original Project Number	Contracting Department	Applicable Ordinance	Amount Identified (\$)	Amount Recovered (\$)	Violation
H & J Asphalt, Inc.						
15-Nov-99	630114Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$672.00	\$672.00	Underpayment of Employee
13-Jan-00	ER 12973 5644-200	WS	90-143 Responsible Wage & Benefits Ordinance	\$117.13	\$117.13	Underpayment of Employee
04-Feb-00	630114Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$143.82	\$143.82	Underpayment of Employee
01-Sep-00	S-684	WS	90-143 Responsible Wage & Benefits Ordinance	\$2,027.16	\$2,027.16	Underpayment of Employee
28-Mar-01	S-684	WS	90-143 Responsible Wage & Benefits Ordinance	\$1,128.58	\$1,128.58	Submittal of inaccurate payrolls
12-Jun-02	671479	PW	90-143 Responsible Wage & Benefits Ordinance	\$1,128.58	\$1,128.58	Underpayment of Employee
19-Nov-02	629901Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$1,713.98	\$1,713.98	Failed to post Wages at the Job Site
26-Mar-03	629901Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$1,713.98	\$1,713.98	Failed to post Wages at the Job Site
18-Aug-03	S-757	WS	90-143 Responsible Wage & Benefits Ordinance	\$1,713.98	\$1,713.98	Underpayment of Employee
18-May-04	629901Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$1,713.98	\$1,713.98	Failed to post Wages at the Job Site
12-Apr-05	20030252	PW	90-143 Responsible Wage & Benefits Ordinance	\$1,713.98	\$1,713.98	Failed to post Wages at the Job Site
19-May-05	20030253	PW	90-143 Responsible Wage & Benefits Ordinance	\$1,713.98	\$1,713.98	Failed to post Wages at the Job Site
				Total	\$5,802.67	
H & R Paving, Inc.						
17-Jul-98	662443	PW	90-143 Responsible Wage & Benefits Ordinance	\$163.19	\$163.19	Underpayment of Employee
24-Oct-00	630214Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$92.00	\$92.00	Underpayment of Employee
12-Apr-01	671036	PW	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Failure to allow interview of employees
16-Oct-01	630013Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Submittal of inaccurate payrolls
16-Oct-01	630215Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Submittal of inaccurate payrolls
21-Nov-02	629902Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Failed to post Wages at the Job Site
29-Jan-03	630158Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Failed to post Wages at the Job Site
26-Mar-03	629902Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Failed to post Wages at the Job Site
27-Mar-03	630158Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Failed to post Wages at the Job Site
14-Jan-04	629902Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	\$27,500.00	\$27,500.00	Failed to post Wages at the Job Site

∞

Miami Dade County  
History of Contract Violations  
April 16, 1990 through May 16, 2007

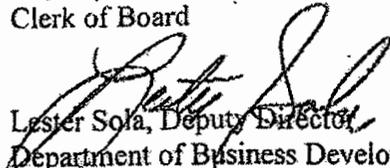
31-Mar-04	629902Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
13-Apr-05	20030249	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
21-Apr-05	20030002	PW	90-143 Responsible Wage & Benefits Ordinance	Submittal of inaccurate payrolls
21-Apr-05	CF005003 (B)	DE	90-143 Responsible Wage & Benefits Ordinance	Submittal of inaccurate payrolls
09-May-05	20030255	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
16-May-05	630023	PW	90-143 Responsible Wage & Benefits Ordinance	Submittal of inaccurate payrolls
20-May-05	629902Q	PW-Q	90-143 Responsible Wage & Benefits Ordinance	Failed to respond to Payroll Audit
02-Aug-05	20030255	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
13-Sep-05	20030254	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
16-Dec-05	20040506	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
31-Jan-06	20030255	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
02-Feb-06	20030256 (651007)	PW	90-143 Responsible Wage & Benefits Ordinance	Failed to post Wages at the Job Site
Total				\$55,255.19
Total				\$55,255.19



## MEMORANDUM

TO: Kay Sullivan, Director  
Clerk of Board

DATE: October 22, 2001

FROM:   
Lester Sola, Deputy Director  
Department of Business Development

SUBJECT: Filing of Signed Settlement  
Agreement

The Department of Business Development (DBD) conducted a Comprehensive Compliance Review (CCR) of H & R Paving, Inc.'s (H&R) compliance with the Responsible Wages and Benefits (Ord. 90-143) and Community Small Business Enterprise (CSBE) (Ord. 97-52) Ordinances and their implementing Administrative Orders 3-24 and 3-22 (A.O.) as they apply to the following Public Works Projects:

630013Q Quality Neighborhood Initiative Bond Program (QNIBP) Resurfacing Countywide  
630215Q QNIBP Sidewalk Countywide

Based on the findings of the CCR, DBD determined that H&R had substantially and repeatedly failed to comply with the requirements of Ord. 90-143. In order to conclude the matter in a manner satisfactory to all parties, DBD and H&R agreed to the terms of a proposed settlement letter, which was accepted by Public Works.

Please file the attached CCR report and settlement, signed by all relevant parties, with the Clerk of the Board. Should you have any questions, please contact Sheila K. Martinez, Director, Contract Review and Compliance Division, at (305) 349-5992.

c: Marsha E. Jackman, Director, DBD

RECEIVED  
OCT 23 2001  
CLERK OF THE BOARD

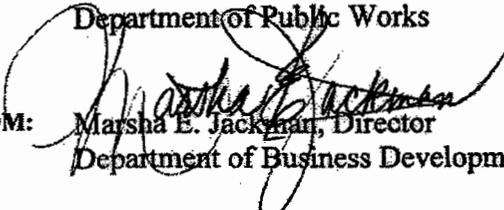
CRC VIOLATION FILE



MEMORANDUM

TO: Aristides Rivera, Director  
Department of Public Works

DATE: October 16, 2001

FROM:   
Marsha E. Jackman, Director  
Department of Business Development

SUBJECT: Comprehensive Compliance  
Review of Project Nos.  
630013Q and 630215Q

RECOMMENDATION

The Department of Business Development (DBD) conducted a Comprehensive Compliance Review (CCR) of H & R Paving, Inc.'s (H&R) compliance with the Responsible Wages and Benefits (Ord. 90-143) and Community Small Business Enterprise (CSBE) (Ord. 97-52) Ordinances and their implementing Administrative Orders 3-24 and 3-22 (A.O.) as they apply to Project No. 630013Q Quality Neighborhood Initiative Bond Program (QNIBP) Resurfacing Countywide and Project No. 630215Q QNIBP Sidewalk Countywide. Please note Project No. 630013Q was awarded with a 6% CSBE subcontractor goal being met with Berlo Industries, Inc. (Berlo).

H&R has repeatedly violated the requirements of Ord. 90-143 on the referenced projects by submitting signed certified payrolls that are false. The payrolls omitted employees and workdays, and misclassified employees into classifications that receive less pay. There are over 40 instances where workdays are not included on certified payrolls and at least 277 instances where employees seen on the job site are not reported. H&R also failed to submit certified payrolls from its subcontractors as required by Ord. 90-143.

Through the adoption of Ord. 90-143, the County Commission mandated that employees working on county construction projects receive responsible wages and benefits, and that contractors accurately report and submit documentation to show they are in compliance with the ordinances and administrative orders. It is the responsibility of DBD to enforce the mandates of Ord. 90-143. Based on the findings of the CCR, DBD has determined that H&R has substantially and repeatedly failed to comply with the requirements of Ord. 90-143.

In order to conclude this matter in a manner satisfactory to all parties, DBD and H&R have agreed to the terms of the proposed settlement letter (Attachment D) and recommends acceptance of the settlement offer to Public Works. However, should H&R violate the terms specified in the settlement letter, DBD may recommend to Public Works the imposition of sanctions as governed by Ordinances 90-143 and 97-52.

**BACKGROUND**

Pursuant to A.O. 3-24 the successful bidders on construction projects valued greater than \$100,000 must:

- A. Pay their employees not less than the specified combined hourly wage rates and benefits applicable to the employee classification in which such employees are working on the project. Such payment obligations may be fulfilled by payment of wages, contributions to employees' benefit plans, payments in cash, or any combination thereof;
- B. Post in a visible place on the worksite (1) the schedule of the specified combined overall hourly wage rate and benefits for each applicable classification specified by the negotiated contract; (2) the amount of liquidated damages for any failure to pay such rates; (3) the name and address of the responsible County official to whom complaints of practices prohibited by this A.O. should be given; (4) make information available to the County on any and all wage and benefits documentation and information for review by the County including, but not limited to, canceled checks, bank statements and sufficient information to determine the cost of the plan for each employee in terms of actual benefits to the employee;
- C. Keep or cause to be kept, accurate written records signed under oath as true and correct showing the names, social security numbers, and craft classifications of all employees performing work on the contract, the combined dollar amount of all wages, any cost of contributions to benefits plans and any cash payments paid to each employee;
- D. Submit to the County a list of all subcontractors and the names and social security numbers of all employees thereof who performed work each day on the contract;
- E. Refrain from terminating, or otherwise retaliating, against an employee performing work on the contract even though a complaint of practices prohibited by this AO has been filed by the employee; and
- F. Allow compliance officer ready access to documents and employees for interviews without interference.

A bidder's failure to comply with the requirements of Ord. 90-143 may result in the imposition of one or more of the following sanctions: suspension of payment; work stoppage; termination, suspension or cancellation of contract; payment of two hundred dollars (\$200) as liquidated damages to the County for each employee for each day, or portion thereof, that such employee is paid less than the specified combined overall hourly wage rate and benefits; and/or debarment for a period of three (3) years.

Successful bidders on contracts with CSBE measures must comply with the requirements of Ordinance 97-52 and A.O. 3-22 and the Supplemental General Conditions included in their contract specifications. For the purpose of this report, DBD focused on only two requirements prime contractors must adhere to, specifically:

Memorandum to Aristides Rivera

October 16, 2001

Page 3

- Submission of Monthly Utilization Reports (MURs) on or before the tenth working day of each month listing all work performed in the past month by the CSBEs on the SOP and all expenditures requisitioned by and paid to the CSBE; and,
- Prompt review of billings from CSBEs and inclusion of same in any payment request to the County. Payment to CSBEs within two (2) business days of receipt of payment thereof.

A bidder's failure to comply with the requirements of Ord. 97-52 may result in the imposition of one or more of the following sanctions: suspension of payment; work stoppage; termination, suspension or cancellation of contract; and/or debarment for a period of up to five (5) years.

### **DEPARTMENT OF BUSINESS DEVELOPMENT'S COMPLIANCE REVIEW**

DBD initiated a formal compliance review of the above projects as a result of DBD compliance staff observing several instances of employee underpayment and inaccurate payrolls on the following H&R projects: 630013Q, 630014Q, 630214Q, 630215Q, 640336, 671026, 671034, W-819A and W819B. An initial review of H&R's payrolls for these projects found signed certified payrolls that were missing employees and workdays, thus rendering them invalid and suspect. H&R's compliance with the Community Small Business Enterprise (CSBE) Ordinance (Ord. 97-52) was also in question since they were not responding to repeated requests for reports on the CSBE participation on those projects with goals.

Because of the large number of projects, DBD decided that each project would be reviewed on its individual merit; Project Nos. 630013Q and 630215Q were reviewed first. DBD issued concurrent reports to Public Works (PW), as the contracting officer, on March 29, 2001, summarizing its findings on both projects. (Attachment A) On May 1, 2001, H&R submitted its preliminary response to DBD's report and included a proposal for corrective action. (Attachment B). On June 22, 2001, DBD met with H&R to review the draft of the final report to which H&R submitted comments on June 29, 2001. Outlined below are the violations found on both of the referenced projects, as well as H&R's rebuttals to the cited violations, as appropriate. Additional comments from H&R followed the violation summary along with DBD's response to them.

#### **Project No. 630215Q**

##### **Failure to Submit Certified Payrolls – (Ord. 90-143)**

H&R failed to submit payrolls for 8/29/99 through 3/25/00, 4/23-29/00 and 11/5-11/00.

In its response of 5/1/01, H&R indicates all payrolls were submitted to DBD during the relevant time frame except for the payroll for the period of 11/5-11/00 in which "NO WORK" was performed on Project 630215Q. H&R claims they only had work on Project 630214Q during the week of 11/5-11/00. H&R further added that it can not reproduce the payrolls for this project for

the referenced periods because these records were destroyed in a flood in October 2000.

DBD finds evidence to the contrary. H&R indicates "NO WORK" performed for the week of 11/5-11/00, yet a QNIBP Daily Report for Project 630215Q, signed by an H&R representative, indicates a total of 85 linear feet of sidewalk was installed by H&R during that period, specifically on 11/7/00. (Exhibit 1)

In addition, H&R's claim that missing payrolls were submitted to DBD during the relevant time frame is incorrect since payrolls are submitted directly to the contracting department with every requisition for payment and not directly to DBD. Pursuant to H&R's contract with the County, H&R is required to keep all records related to the contract for three (3) years after its completion. In its 6/29/01 response, H&R produced photographs as proof of flood intrusion in its office and indicated that "certified payroll records for calendar year 1999, the period of January 1 - March 25, 2000 and the week of April 23-29, 2000 were lost in the major flooding of October 2000." DBD finds it questionable that only those specific payroll records it noted as missing were destroyed in the flood and not all records prior to October 2000. One month after the flood, H&R was able to provide DBD with pre-flood payroll records it requested for the month of August 2000. In its 5/1/01 response, H&R provided pre-flood payroll records for the months of July, August, September and October 2000.

Inaccurate Payrolls as to Days Worked - (Ord. 90-143)

H&R submitted certified payrolls indicating "NO WORK" was performed on thirteen (13) days, specifically 7/22/00, 9/21/00, 10/14/00, 10/16-20/00, and 12/4-9/00 (Exhibit 2); however, the PW project file contains log notes and concrete tickets clearly indicating work was performed and DBD interviewed three (3) H&R employees performing work on this project on 9/21/00. A revised payroll submitted by H&R on January 26, 2001, for the 10/16-20/00 period, was corrected to show that work was performed, nonetheless, it was still inaccurate as to employees on site as specified later.

In its response of 5/1/01, H&R again claims "NO WORK" was performed on 215Q on 10/14/00 and 12/4-9/00. It claims work was performed on 214Q instead. DBD does not refute that work was performed on 214Q, however, DBD has evidence that work was also performed on 215Q on the days in question. (Exhibit 3) H&R submitted revised certified payrolls for the week of 7/17-22/00 and 10/16-21/00 as Exhibit 2 to its 5/1/01 response. The revised payroll for 7/17-22/00 indicates work was only performed on one day that week, 7/17/00, when DBD has evidence that work was also done on 7/22/00. (Exhibit 4) The revised payroll for 10/16-21/00 is still missing H&R employee Angel Rios, a concrete finisher, interviewed by DBD on 10/17/00. Mr. Rios reported an hourly wage rate of \$12 with no health and pension benefits. Pursuant to the applicable wage schedule, Mr. Rios should have been paid \$12.87 per hour. (Exhibit 4) At the 6/22/01 meeting, H&R claimed they did not know Angel Rios and that he was never an employee of H&R. In its response of 6/29/01, H&R further states that "Angel Rios is not part of any work crew and for that reason does not appear on our payroll." However, Mr. Rios was observed and interviewed twice performing concrete finish work along with other H&R employees, specifically on 9/21/00 and 10/17/00.

Conflicting Payrolls – (Ord. 90-143)

H&R submitted conflicting payrolls for the four-week period of July 31 to August 26, 2000. The first set of payrolls, submitted to PW with a requisition for payment, indicates work was performed during the specified period. The second set of payrolls, submitted in response to a request by DBD on February 23, 2001, indicates “no work” performed during the specified period. Although DBD gave H&R an opportunity to submit revised and corrected payrolls they are still inaccurate. There are three sets of conflicting payrolls for the period of August 7-12, 2000. (Exhibit 5)

Inaccurate Payrolls as to Number of Employees on Site – (Ord. 90-143)

The number of employees recorded by PW’s site inspector is greater than the number reported by H&R on its payrolls. DBD noted nine (9) instances where employees were omitted from certified payrolls submitted for December 27, 28 and 29, 2000. (Exhibit 6) H&R also omitted an employee interviewed by DBD on October 17, 2000, from its original certified payroll and also from the corrected payroll submitted on January 26, 2001.

Pursuant to PW’s log notes and concrete delivery receipts from H&R, trucks have been used throughout the majority of this project, yet truck drivers do not appear on any payrolls from June 1999 through December 30, 2000. At a compliance meeting held on January 22, 2001, DBD discussed the payroll issue with H&R and asked them to submit revised payrolls that were true and correct. The payroll for the week ending October 21, 2000, was revised to include a truck driver, but as stated previously still omitted Angel Rios.

In the response on 5/1/01, H&R claims the source data used by DBD to determine the number of employees on site is false. H&R further added that they do not “pad their payrolls” with employees not assigned to specific projects and that it is a standard industry practice to move employees from one job site to another and to account only for actual hours worked on a specific project. H&R stated its employees are not underpaid and that it does not need to respond to allegations of unnamed individuals or truck drivers

Not only do PW inspector logs show different data than what was submitted by H&R, DBD interviewed employees that do not appear on original nor corrected payrolls. In reply to H&R “padding their payrolls” comment,” DBD fails to find the relevance and has not explicitly nor implicitly accused H&R of padding its bills. Ord. 90-143 requires employees be paid responsible wages and benefits for every hour of work or fraction thereof on county projects. All employees must appear on payrolls regardless of how long they are on the site. Exhibit 16 includes 17 interview sheets of H&R employees that report underpayment on Project Nos. 630215Q and 630013Q. Of the 30 interviews conducted on Project No. 630215Q, 12 employees or 40% report underpayment at the time of the interview. 100% of the H&R employees interviewed by DBD on Project No. 630013Q, or 5 of 5 employees reported underpayment. In regards to allegations of unnamed employees or truck drivers, all information, names, etc. was made available to H&R’s attorney through a public records request, wherein DBD provided copies of both project files.

Misclassification of Employees – (Ord. 90-143)

On October 17, 2000, DBD observed and interviewed Angel Iraheta, an H&R employee, who was performing concrete finish work. H&R's certified payrolls for the week ending October 21, 2000, classify Mr. Iraheta as a construction laborer at \$10.32 per hour when he should be classified as a concrete specialist at \$12.87 per hour.

In the response of 5/1/01, H&R states "Mr. Angel Danilo Iraheta has received pay in excess of his proper \$10.32 per hour rate for construction laborer. Almost no general contractor hires "specialists" for only one skill only...everyone pitches in according to his/her skill..." According to H&R, he earned \$1,726.34 the week ending 10/21/00 for 47 hours worked plus a bonus for production. Secondly, they add, DBD is trying to demand H&R classify employees at pay rates for which they are not licensed to perform. However, following H&R's argument that Mr. Iraheta performs a variety of tasks, he should be classified as a "specialist". Either way he is misclassified.

According to our records, Mr. Iraheta was observed doing concrete finish work and should be classified as laborer concrete specialist at an hourly rate of \$12.87 not \$10.32. Based on the above Mr. Iraheta earned approximately \$36 per hour. H&R employees have reported working in teams where one employee acts as an independent contractor and is paid for his work plus a team of helpers being paid by "piecemeal."

DBD has serious concerns as to H&R's assertions that DBD is demanding H&R to classify employees beyond their capabilities. Ord. 90-143 requires employees be paid the appropriate wage rate and fringe benefits for the classification of work actually performed without regard to skill. If H&R has non-licensed employees performing work that requires a license, then DBD recommends PW investigate immediately and act accordingly.

Employee Underpayment – (Ord. 90-143)

On a revised payroll for the week of 10/16-21/00, submitted by H&R as Exhibit 3 to the 5/1/01 response, concrete specialist S.P. Mickens was paid an hourly wage of \$10.32 when the Wage and Benefit scale requires that a concrete specialist receive \$12.87 per hour. Employees of H&R also report they are receiving less than the required wage rates and are not being paid overtime rates.

Two laborers and three truck drivers interviewed by DBD on February 23, 2001, stated they were paid \$7 per hour and one laborer reported his rate was \$8 per hour. The applicable wage schedule for this project requires that laborers receive \$10.32 per hour and truck drivers \$11.73 per hour. (Exhibit 16) Truck drivers interviewed on February 23, 2001 also reported they were not being paid overtime rates. In interviews conducted on Projects 630014Q and 630214Q, H&R's truck drivers also reported their pay rate at \$7 per hour. In interviews conducted by DBD staff as late as March 22, 2001, H&R employees on Project No. 640336 were still reporting underpayment.

In its response of 5/1/01, H&R states that the \$7 and \$8 pay rates reported by their employees are paid on private jobs and that DBD should refrain from "piling on" irrelevant and misleading field conversations. In the 6/29/01, H&R confirms that "truck drivers worked more than 40 hours" and that "overtime pay [is] due to each" of the truck drivers referenced above.

DBD field interviews are not mere conversations; they are mandated by Ord. 90-143 and are an integral part of DBD's compliance activities. Employees that reported underpayment of \$7 and \$8 per hour were interviewed on County projects and indicated receiving the same wages regardless of whether they are on county or private jobs for H&R.

Failure to Submit Certified Payrolls from Subcontractors – (Ord. 90-143)

DBD discovered two subcontractors were on the job site, Caribbean Concrete and Artistic Concrete, as indicated in PW's log notes. H&R failed to submit certified payrolls for these firms.

In their 5/1/01 response, H&R denies Artistic Concrete was a subcontractor on this project. It does, however, admit that it failed to submit payrolls for Caribbean Concrete. Accordingly, it included Caribbean's payrolls as Exhibit 4 to their response.

DBD reviewed H&R's 5/1/01 response and withdraws its violation as to the use of Artistic Concrete. DBD reviewed Caribbean Concrete's payrolls and they appear to be inaccurate. Oscar Alarcon, a laborer interviewed on 1/19/01 does not appear. (Exhibit 7)

Project No. 6300130

Missing Payrolls – (Ord. 90-143)

On February 23, 2001, DBD requested certified payrolls from H&R for July 17, 2000 through September 9, 2000, and December 24, 2000 through present. H&R advised that payrolls were not available for the July 17 to September 9, 2000, period because work did not commence until the week ending September 16, 2000. Contrary to this, PW log notes and payroll information submitted by Berlo, a subcontractor to H&R, confirm work was indeed performed during this period by H&R and Berlo on the following dates:

H&R - July 18, August 4, 7-10, 29-31, and September 1, 5-8, 2000  
Berlo - July 25, 2000.

In their response of 5/1/01, H&R states that PW requested that they only prep a site and show off equipment for a groundbreaking on 7/18/00. In the same response, H&R admits there was work prior to September 16<sup>th</sup> and includes certified payrolls for August and September 2000 as part of Exhibit 5 to their response. No payrolls for the 7/18 groundbreaking day were submitted.

PW logs for 7/18/00 indicate that 16 H&R employees were on site for three hours, from 11:30AM to 2:30PM, and a total of 212.07 tons of asphalt was used that day. H&R was paid by the County for the work performed that day but the payrolls are still missing. (Exhibit 8)

As to the payrolls submitted under the 5/1/01 response for August and September 2000, DBD reviewed and determined they are still not accurate. For example, H&R shows no work performed on 9/1/00 and PW inspector logs show an operator, driver and laborer performed edge pavement cleaning at various locations including 57<sup>th</sup> Terrace, 74<sup>th</sup> Court and 58<sup>th</sup> Street on that

Memorandum to Aristides Rivera

October 16, 2001

Page 8

day. (Exhibit 9) H&R was advised of the lack of compliance for the August and September 2000 payrolls in the June 8<sup>th</sup> draft report.

In its response of 6/29/01, H&R included a "revised" certified payroll for 9/1/00 and explained "the September 1, 2000 certified payroll information ... was omitted due to a collating error of counsel ." Had H&R failed to include the 9/1 payroll from their 5/1/01 response, DBD may have accepted the reason of a collating error by counsel since a collating error implies something was left out or missed when compiling the package. However, H&R submitted a signed, revised payroll for the week ending 9/1 and certified that no work was performed on 9/1.

Inaccurate Payrolls as to Days Worked – (Ord. 90-143)

H&R submitted certified payrolls (Exhibit 10) indicating no work was performed on the fourteen (14) days, specified below, while DBD site interviews and/or PW log notes and concrete tickets indicate work was performed.

September 11, 27 and 29, 2000  
November 1-3, 6, 22 and 28, 2000

October 9 and 26, 2000  
December 2, and 18-19, 21, 2000

In its response of 5/1/01, H&R states "the fourteen days noted by DBD [above] are padded by inclusion of the County's observed holiday October 9<sup>th</sup>, which was Columbus Day." H&R does, however, admit it provided DBD with false information in regards to the days noted above and included the missing payrolls as Exhibit 5. The 12/21/00 date was not included in DBD's draft of 7/5/01, however, DBD compliance staff interviewed 3 H&R employees on that day and felt it was necessary to add this information to this report. The revised payroll information submitted by H&R on 5/1/01 indicates there was still no work on 12/21/00.

The fact that October 9 is a county holiday is not relevant. PW inspector logs indicate H&R employees worked at Highland Lakes raising valves on the date in questions. (Exhibit 11)

Inaccurate Payrolls as to Number of Employees on Site – (Ord. 90-143)

The number of employees recorded by the PW's site inspector is greater than the number reported by H&R on its payrolls. DBD noted 268 instances where employees were omitted from certified payrolls submitted for the period of September 10 through January 6, 2001 (Exhibits 12 and 16)

Pursuant to PW log notes and concrete delivery receipts from H&R, trucks have been used throughout the majority of this project yet truck drivers do not appear on any payrolls from September 12 through December 23, 2000. H&R started including its truck drivers on payrolls after DBD began its inquiry, specifically on the payrolls for the weeks ending December 30, 2000 through January 20, 2001.

DBD interviewed 3 H&R employees on 12/21/00 whose names do not appear on original (Exhibit 10) nor revised certified payrolls for the week of 12/18-23/00, which reflect no work on

Memorandum to Aristides Rivera  
October 16, 2001  
Page 9

12/21/00. The revised payrolls were submitted by H&R as part of Exhibit 5 to the 5/1/01 response.

Failure to Submit Certified Payrolls from Subcontractors – (Ord. 90-143)

In a meeting held on March 6, 2001, Mr. Leonard Wooten of Berlo indicated that H&R neither instructed nor required his firm to keep or submit certified payrolls. Mr. Wooten submitted a copy of Berlo's certified payrolls at the meeting.

In its 5/1/01 response, H&R states that it is the responsibility of the contracting officer to remind them of the payroll requirements. H&R further add that DBD does not claim any employee of H&R or Berlo was underpaid at any time.

The Supplemental General Conditions included in the contract specifications/bid documents expressly state that prime contractors must submit payrolls for its firm and all subcontractors with every requisition. DBD staff also reminded H&R of this at the pre-bid and pre-work meetings held on March 17, 2000 and July 13, 2000, respectively. (Exhibit 13) DBD is unable to determine the amount of back wages or underpayment of H&R employees since payrolls provided are suspect.

Failure to Submit Monthly Utilization Reports – (Ord. 97-52)

Work began on this project on July 17, 2000. DBD made repeated requests to H&R for Monthly Utilization Report (MUR) both in writing on August 15, 2000, October 5, 2000, and January 30, 2001, and via telephone on October 16 and 23, 2000, and February 23, 2001. An MUR was not submitted until February 23, 2001, seven months after the project started.

In its 5/1/01 response, H&R states they submitted MUR's current through February 2001. It did, but only after multiple requests. Furthermore, H&R did not submit MUR's by the 10<sup>th</sup> of each month as required by Ord. 97-52. MURs must be submitted timely to allow the monitoring of the project as it progresses. MURs due on March 10 and April 10 were not submitted until June 4, 2001, and then only after H&R's attorneys were reminded of this requirement at a meeting on May 25, 2001.

At the 6/22/01 meeting with H&R and it's counsel, it was requested that DBD include the CSBE goal achieved to date. Pursuant to the May 14, 2001, MUR submitted by H&R it has requisitioned 41% of the contract amount and has achieved 5.2% of the 6% CSBE goal. (Exhibit 14)

Inaccurate MUR'S – (Ord. 97-52)

The MUR for the period of September 23 to November 12, 2000 reports receiving a requisition from Berlo for \$1,782.78 when in fact Berlo had requisitioned \$26,103.78 on November 6, 2000. The next MUR (November 13 to December 10, 2000) reports a payment to Berlo for the \$1,782.78 when in fact that payment was not made until January 5, 2001.

Memorandum to Aristides Rivera

October 16, 2001

Page 10

In its 5/1/01 response, H&R refutes the above and attributes it to DBD's misunderstanding of the local construction industry and ignorance of banking practices of the CSBE contracting community. This is not relevant. MURs reporting requisitions and payments to Berlo are inaccurate and misleading. The dates and dollar amounts reported by the prime do not match the supporting invoices, checks and other documentation. (Exhibit 14)

Prompt Payment – (Ord. 97-52)

On November 6, 2000, Berlo requisitioned \$26,103.78 from H&R. A payment of \$1,782.78 was made on January 5, 2001 – sixty days later. A second payment of \$21,710.63 towards this requisition was made on February 7, 2001 – 90 days later. H&R received payments from the County on December 4, 2000, January 16, 2001, and again on February 7, 2001.

In its 5/1/01 response, H&R refutes the above and provides a letter from Mr. Wooten stating he has an "excellent" relationship with H&R and that they have an "excellent payment record." While Mr. Wooten may be satisfied with H&R's payment record, it is not in accordance with Ord. 97-52. In a meeting with DBD staff on 3/6/01, Mr. Wooten reported the unpaid invoices detailed above.

Additional Comments in H&R's correspondence of 5/1/01

H&R maintains it has cooperated fully with DBD inspectors assigned to 215Q and 013Q, when in fact it has not been cooperative on any of its projects. It has failed to submit documents in response to requests for information; it did not allow an office audit as required by Ords. 90-143 and 97-52 for projects W-819A and W-819B. Location of work sites has not been forthcoming from the contractor and, on other jobs where H&R is performing work, specifically, Project Nos. 671036, 640336 and 630214, DBD staff has been denied access to the employees on the site. (Exhibit 15)

H&R argues it was a responsible bidder pursuant to County Ordinance No. 90-143 as it applies to "215 and 013Q". While H&R may have assured the County it would pay responsible wages at time of bid, they in fact, did not. When DBD stated H&R was not a responsible bidder it was based on both its current performance as a contractor, and for consideration for new work. While PW may have determined that H&R was in full compliance with the requirements of Ord. 90-143 at time of bid; they are currently not in compliance with the requirements of Ord. 90-143.

H&R claims to satisfy five of the six alphabetized "Responsibilities of a Successful Awardee" pursuant to A.O. 3-24. When in fact, they are in compliance with only two. The six responsibilities are delineated below and included in the "Background" section of this report:

- A. H&R did not pay employees according to wage schedule;
- B. H&R does not post wages on the job site and its employee's report they are unaware that Ord. 90-143 applies to the work they are performing, however, in its 6/29/01 response it indicates wages are posted at its offices.
- C. H&R does not keep accurate written records;

- D. DBD has never received a list of subcontractors on Project No. 630215Q and has found a contractor on site for which payroll information was not received;
- E. DBD has no evidence that H&R has retaliated against any employees in connection with the enforcement of Ord. 90-143 and,
- F. H&R has not allowed compliance officer ready access to documents and to interview employees without interference.

H&R states DBD's report failed to note its continuing effort to provide perfect payroll records and finds it "odd that no wage analysis or payment demand for back wages to allegedly deserving employees assigned to 215Q is presented". H&R further added that "DBD reported no instances of alleged employee underpayment or misclassification" on 013Q. DBD's response is that H&R did not submit payrolls in correct format. Moreover it is impossible to conduct a wage analysis on payrolls that are false and missing employees. Again, there were reports of underpayment on 40% of the field interviews or 12 of 30 taken for this project and on 100% or 5 of 5 of those for Project No. 630013Q. (Exhibit 16) DBD believes H&R employees are due back wages, but it is impossible to do a complete wage analysis on payrolls that are missing names of employees, classifications and hours worked.

DBD has interviews of H&R employees wherein underpayment is reported. (Exhibit 16) Because of the inability to calculate the appropriate back wages that are due to the underpaid employees, DBD must revert to the sanction of applying liquidated damages to the contractor. Pursuant to the contract language and Ord. 90-143, contractors may be fined liquidated damages in the amount of \$200 a day per each employee that is underpaid. DBD recommends assessing \$55,400, in liquidated damages based on the calculation of 277 [(215Q) 9 + (013Q) 265+3] instances of false and misleading payroll information multiplied by the set amount of \$200. While DBD believes strongly that there may be more instances, the 277 accounts are fully documented and supportable.

H&R accuses DBD of not adhering to "A.O. 3-24...Procedures for Examining Payroll Records [which] requires that successful awardees be provided written notice of alleged deficiencies and be directed to take corrective action." DBD did provide written notice to H&R outlining deficiencies in its payroll. DBD met with H&R and gave it an opportunity to take corrective action and submit revised payrolls. Revised payrolls were submitted by H&R, albeit still inaccurate. (Exhibits 6 and 17)

H&R criticizes DBD for relying upon personal interviews and records provided to it by Public Works, and complains that H&R has not been afforded an opportunity to 'cross examine' its accuser. Because DBD's process is not quasi-judicial, but executive in nature, there is no subpoena power nor cross examination of County staff permitted. DBD did rely on personal interviews by DBD staff obtained in the field as source for its investigation. Field interviews are mandated and hearsay is permissible pursuant to Ord. 90-143 and A.O. 3-24. (Exhibit 18)

#### Proposed Corrective Action by H&R as to Submission of Payroll Information

In its response of 5/1/01, H&R proposes to provide DBD with certified payrolls pursuant to A.O. 3-24. It indicates that it will prepare new forms and adopt firm operating procedures that strictly

Memorandum to Aristides Rivera

October 16, 2001

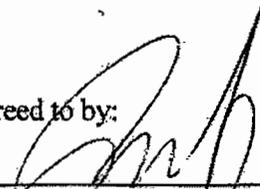
Page 12

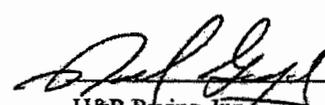
conform to the payroll requirements of A.O. 3-24. H&R also proposes to directly submit payrolls to DBD.

Form W-347, included in the Supplemental General Conditions of the contract specifications, is adequate if used properly. Moreover, contract specifications require that payroll be submitted to the contracting agency with every requisition. PW is reminded to not process a requisition without ensuring certified payroll are included.

DBD and H&R have agreed to the terms of a proposed offer of settlement attached hereto as Attachment D and recommends to Public Works the acceptance of same.

Agreed to by:

  
Aristides Rivera, Director Public Works  
10/17/01  
Date

  
H&R Paving, Inc.  
10/18/01  
Date

Exhibits and Attachments on File with the Department of Business Development

- c: George Burgess, Assistant County Manager (w/attachment D only)
- Pete Hernandez, Assistant County Manager (w/attachment D only)
- Steve Spratt, Assistant County Manager (w/attachment D only)
- William Brant, Director, WASD (w/attachment D only)
- Christopher Mazzella, Inspector General (w/attachment D only)

COMPREHENSIVE COMPLIANCE REVIEW REPORT  
FOR PROJECT NOS. 630013Q AND 630215Q

List of Source Documents



Exh. Description  
No.

---

1. QNIP Daily report shows sidewalk work performed on 11/7/00.
2. Payrolls indicating no work on following dates: 7/22/00, 9/21/00, 10/14/00, 10/16-20/00, and 12/4-9/00.
3. H&R Weekly Report and Public Works (PW) log notes show work on 10/14/00. PW log notes and concrete delivery tickets showing work on 12/4-9/00.
4. Concrete tickets for Project 630215Q on 7/22/00.  
Revised certified payroll week of 10/16-21/00 does not include Angel Rios.  
Corresponding interview sheet for Mr. Rios dated 10/17/00.  
Wage schedule for 2<sup>nd</sup> Quarter 1999.
5. Conflicting Payrolls for August 2000.
6. H&R payroll for 12/27-29/00 that indicate less number of employees on site than that reported by Public Works. Specifically, 12/27 H&R=4 vs. PW=6, 12/28 H&R=4 vs. PW=7, 12/29 H&R=0 vs. PW=4.  
Public Works log notes indicating number of employees on site for 12/27-29/00.
7. Interview sheet for Oscar Alarcon of Caribbean Concrete, 1/19/01.  
(See Ex. #4 to V. Screen letter included as Attachment B)
8. PW log notes showing work performed 7/18/00.
9. PW log showing work on 9/1/00.  
(See Ex. #5 to V. Screen letter included as Attachment B)
10. Payrolls indicating no work on following dates: 9/11, 27, 29/00, 10/9, 26/00, 11/1, 2, 3, 6, 22, 28/00 and 12/2, 18, 19/00
11. PW log showing work at Highland Lakes on 10/9/00.  
Revised payrolls for week of 10/9-14/00, which indicate no work on 10/9/00.
12. Spreadsheet comparing PW logs, certified payrolls, interviews and summary thereon.
13. Pre-work conference summary report and sign in sheet for Project No. 630013Q.

14. Summary of invoices compared to MURs and requisitions and corresponding documentation.  
MUR for period ending 5/14/01.
15. Notice of Violation regarding H&R's non-compliance with Ord. 90-143 for not allowing DBD access to employees for interviews.  
Letter to H&R regarding office audit for project W-819A, W-819B.
16. Interviews showing underpayment and applicable wage schedule
17. 1/18/01 Notice of Violation and setting meeting to discuss H&R's non-compliance.  
1/22/01 meeting summary.  
1/26/01 letter from H&R responding to issues discussed at compliance meeting.
18. A.O. 3-24 Showing Hearsay is permissible and that interviews on job sites are required.

Attachment A	June 8, 2001 Comprehensive Compliance Review for Project No: 630013Q and 630215Q - Draft
Attachment B	Mar. 29, 2001 Memoranda to A. Rivera from M. Jackman re: compliance issues for Project No: 630013Q and 630215Q May 1, 2001 Letter to M. Jackman, from V. Screen responding to Attachment A above.
Attachment C	June 29, 2001 Letter to M. Jackman, from V. Screen responding to draft of Comprehensive Compliance Review for Project No: 630013Q and 630215Q, that includes a proposed settlement as Attachment A.
Attachment D	Settlement Agreement between DBD and H&R Paving.