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

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2013

Agenda Item No. 8(A)(1)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Approval of the Contract Award Recommendation for the MIA Runway 12-30 Pavement Rehabilitation Project at Miami International Airport, MDAD Project No. H024B-3, in the amount of $46,406,992.51

Resolution No. R-731-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a construction contract for the Miami International Airport (MIA) Runway 12-30 Pavement Rehabilitation Project to Community Asphalt Corp. in the amount of $46,406,992.51 and authorize the County Mayor or designee to execute the attached contract summary and exercise any cancellation, termination, or renewal provisions contained therein.

SCOPE

Miami International Airport (MIA) is located primarily within Chairwoman Rebeca Sosa's District Six; however, the impact of this agenda item is Countywide in nature as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The Miami-Dade Aviation Department's (MDAD) has applied for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funding of $29,187,416.50, and Florida Department of Transportation (FDOT) funding of $6,872,261.38, leaving a balance of $10,347,314.63 to be funded by MDAD's Capital Improvement Program and reserve maintenance/operating funds.

The annualized cost of routine maintenance, including but not limited to crack repairs, rubber removal, and airfield lighting repairs is between $100,000.00 and $150,000.00. The life expectancy of the asset is 10 to 15 years.

TRACK RECORD/MONITOR

According to the County's Capital Improvements Information System (CIIS), Community Asphalt Corp. has performed satisfactorily with an average evaluation of 3.1 on the six (6) Public Works Projects listed in the attachment. The Department of Small Business Development Violations Report showed no violations/compliance issues for Community Asphalt Corp. The U.S. Government System for Award Management showed no record of any active exclusion for Community Asphalt Corp. Community Asphalt Corp. was not included on the Florida Department of Management Services convicted vendor list as being disqualified from participating in the public contracting process. MDAD Project Manager Franklin Stirrup will monitor this project.

DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine Community Asphalt Corp.'s responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. The Florida Department of State Division of Corporations records shows the company status as Active.

BACKGROUND

The scope of work for the MIA Runway 12-30 Pavement Rehabilitation Project includes pavement resurfacing, pavement reconstruction, airfield-lighting fixture refurbishment and/or replacement, conductor and transformer replacement for the airfield lighting system, pavement grade adjustments, replacement of the runway threshold and medium-intensity approach lighting system with runway alignment indicator lights navigational aid, pavement grooving, and markings. In addition, this project will construct an air cargo aircraft parking apron on eight (8) acres at the site of the former U.S. Post Office (Building 714) and a taxilane to connect to Taxiway S.

The project was advertised for bids on April 1, 2013. The amount of the engineer's estimate was $55,782.777.59 and the bids received were as follows:

Community Asphalt Corp.	$46,406,992.51
General Asphalt Co. Inc.	$46,480,697.31
Central Florida Equipment	$51,449,744.69
The deMoya Group Inc.	$57,970,049.94
Astaldi Construction Corporation	$58,940,948.24

Per the requirements of the Code of Federal Regulations 49 C.F.R. Part 26, MDAD's Minority Affairs Division performed a compliance review of the project for compliance with the Disadvantaged Business Enterprise (DBE) Program and found all five (5) bidders to be responsive and in compliance. The contract measure for this project is a DBE subcontractor goal of 10.1%. Community Asphalt Corp. met the subcontractor goal with 10.2%.

PROJECT: MIA Runway 12-30 Pavement Rehabilitation Project

PROJECT NO.: H024B-3

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Community Asphalt Corp.

TERM OF AGREEMENT: 528 calendar days from the effective date established in the Notice to Proceed

AMOUNT OF CONTRACT: $46,406,992.51 including an Inspector General Audit Account of $105,231.28. The amount of the contract is within the budget and seventeen percent (17%) below the Engineer's Estimate of $55,782,777.59.

INSPECTOR GENERAL: Provisions included

COMPANY PRINCIPALS: OHL-Community Asphalt Officers, Shareholders & Directors
Stockholder – Obrascón Huarte Lain, S.A. (OHL a Spanish–based publicly traded multi-national construction and civil engineering company)

Chairman Jose L. Fernandez
President John Morris
Secretary/Treasurer Agustin Arellano Jr.
Vice-President Manuel Aguiar

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Corporate Ownership - 91.75% (Obrascón Huarte Lain, S.A.) Hispanic Male (Individual) - 6.75% White Male (Individual) - 1.50%
COMPANY LOCATION:	14005 N. W. 186th Street Hialeah, FL 33018
HOW LONG IN BUSINESS:	Thirty-three (33) years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Nine (9) agreements totaling $663,194,778.52 within the past five (5) years. A listing of the projects is attached.
RECOMMENDED CONTRACT MEASURES:	10.1% DBE Subcontractor Goal
CONTRACT MEASURE ACHIEVED:	10.2% DBE Subcontractor Goal
DBE SUBCONTRACTORS:	4.74% or $2,194,703.48 Hi-Tech Concrete, Inc. 5.46% or $2,528,076.16 I & C Earthmovers, Corp. 10.20% or $4,729,252
ADVERTISEMENT DATE:	April 1, 2013
RESPONSIBLE WAGES:	Davis Bacon Wage Determinations for Miami-Dade County Construction Type: Highway Construction
USING DEPARTMENT:	Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
9-17-13

RESOLUTION NO. R-731-13

RESOLUTION APPROVING CONTRACT MIA RUNWAY 12-30 PAVEMENT REHABILITATION PROJECT AT MIAMI INTERNATIONAL AIRPORT, MDAD PROJECT NO. H024B-3, BETWEEN MIAMI-DADE COUNTY AND COMMUNITY ASPHALT CORPORATION IN THE AMOUNT OF $46,406,992.51; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME, AND TO EXERCISE TERMINATION PROVISIONS THEREOF

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 hereby approves the contract for the MIA Runway 12-30 Pavement Rehabilitation Project at Miami International Airport, MDAD Project No. H024B-3, between Miami-Dade County and Community Asphalt Corporation in the amount of $46,406,992.51, in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; authorizes the County Mayor or Mayor's designee to execute same and to exercise termination provisions thereof.

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

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**absent**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the _____ day of _____,20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and COMMUNITY ASPHALT CORP. hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated by reference, for;

PROJECT TITLE: RUNWAY 12-30 PAVEMENT REHABILITATION

PROJECT NO: H024B-3

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is **528** calendar days from the effective date established in the Notice To Proceed. (Note: The County reserves the right to change the sequence of phasing of the work upon written notice. Such changes shall not be grounds for additional compensation to the Contractor).

LIQUIDATED DAMAGES: Completion dates and times have been established for this contract to insure timely opening of critical facilities, the following Liquidated Damages, will be deducted from the Contract amount for each calendar day/hour of delay due to Non-Excusable Delay. Measurement shall be per day or part thereof, and hour or part thereof.

Phase 1 – Taxiway P - Eight (8) sub-phases: Begin 61 days from NTP and complete 160 from NTP. $7,284 per day of delay in opening of Taxiway P (except Phase 7).

Phase – CA - Cargo Apron - 180 days – Begin 61 days from NTP and complete 240 days from NTP. (Concurrent with Phase 1 and Phase 2 and must be complete prior to beginning Phase 3.) $7,284 per day of delay if work extends beyond the time to start Phase 3.

Phase 2 – Taxiway Q and Runway Preparation - Five (5) sub-phases: Begin 161 days from NTP and complete 299 days from NTP. $7,284 per day of delay in opening Taxiway Q. $2,500 per hour of delay in opening Runway 12-30.

Phase 3 – Taxiway R - 8 sub-phases: Begin 241 days from NTP and complete 270 days from NTP. (This phase takes place concurrently with Phase 2.) $7,284 per day of delay in opening Taxiway R.

Phase 4 – Intersection of Runways 12-30 and 9-27 – Begin April 28, 2014 and complete May 11, 2014. $72,649 per day of delay in the opening of the intersection of Runways 12-30 and 9-27.

Phase 5 – Runway 12-30 Mainline – Begin May 12, 2014 and complete on June 14, 2014.

Phase 6 – Runway 12-30 Mainline – Begin June 15, 2014 and complete on July 14, 2014. $48,132 per day of delay in opening Runway 12-30.

Phase 7 – Taxiway P Rehabilitation & Centerline Relocation - Begin at the conclusion of Phase 6 and complete in 30 days. $7,284 per day of delay in opening Taxiway P.

Phase 8 - Asphalt Curing, Residual Night Work, Grooving and Markings – Begin at the conclusion of

Phase 6 and complete in 90 days. $2,500 per hour of delay in the opening of Runway 12-30.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be $4,000.00 per day for each day the project is delayed up to 180 days due to a Compensable Excusable Delay.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

Forty-six Million Four Hundred Six Thousand Nine Hundred Ninety-two 51/100 Dollars ($ 46,406,992.51),

consisting of the following accepted items or schedules of Work as taken from the Bid Form:

Total Unit and L.S. Price Items	$ 42,092,510.21
General Allowance Account	$ 4,209,251.02
Inspector General Audit Account	$ 105,231.28
TOTAL MAXIMUM CONTRACT AMOUNT	$ 46,406,992.51

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

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

By: _____
Mayor or designee

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

CONTRACTOR (If Corporation)

COMMUNITY ASPHALT CORP.
(Corporate Name)

By: _____ JOHN MORRIS
President

Attest: _____
Asst. Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____

ESTIMATE OF PROBABLE CONSTRUCTION COST
MIA RUNWAY 12-30 PAVEMENT REHABILITATION
PROJECT No. H024B-3
April 30, 2009

BID SUMMARY

Miami International Airport Runway 12-30 Pavement Rehabilitation
FAA AIP Project Number 3-12-0049-065-2012
MDAD Project Number H024B-3

	Engineer's Estimate	General Asphalt Co.	Community Asphalt Corp.	Astaldi Construction Corporation	The Demoya Group Inc.	Central Florida Equipment
TOTAL BID ITEM A	**$50,596,623.66**	**$42,141,403.46**	**$42,092,510.21**	**$53,461,177.50**	**$52,580,544.16**	**$46,666,435.09**
ITEM B - GENERAL ALLOWANCE ACCOUNT (10% of Item A)	$5,059,662.37	$4,214,140.35	$4,209,251.02	$5,346,117.75	$5,258,054.42	$4,666,643.51
ITEM C - AUDIT ACCOUNT (1/4% of Item A)	$126,491.56	$105,353.51	$105,231.28	$133,652.94	$131,451.36	$116,666.09
TOTAL AMOUNT BID (Item A + Item B + Item C)	**$55,782,777.59**	**$46,460,897.31**	**$46,406,992.51**	**$58,940,948.19**	**$57,970,049.94**	**$51,449,744.69**

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OHL Community Asphalt

COMMUNITY ASPHALT CORP.
Miami-Dade Contracts
Within the Past Five (5) Years

CAC Job No.	Year	Project No. Description	Contract Owner/Prime	Amount
5205	2008	Design-Build Project SR 836 Extension Project from 107th Avenue to 137th Avenue & 137th Avenue from SW 8th Street to NW 12th Street. MDX Project No, 83605 Miami-Dade County	Miami-Dade County Expressway Authority (MDX)	$ 177,174,506.14
5905	2010	Contract No. 20060439 N.E 2nd Avenue From NE 91st Street to NE 105th Street. Miami-Dade County	Miami-Dade County Public Works Department	$ 7,288,168.36
5950	2009	MDX Project: ITB-07-07 System Wide Roadway Improvements 30021 145060 WB SR 112 at NW 27th Ave Ramp Pavement Rehab Miami-Dade County	Miami-Dade County Expressway Authority (MDX)	$ 1,455,887.00
6180	2011	Design-Build Project MDX Procurement Contract No.: RFP-09-05 MDX Work Program No(s).: 92405.030, 87412.030, 87801.030 SR-924, SR-874, SR-878: Infrastructure Mod for ORT Miami-Dade County	Miami-Dade County Expressway Authority (MDX)	$ 19,945,047.82
6200	2012	NCP004-TF06-CT2 Obebrecht/Tower/Community Joint Venture Orange Line Phase I-Miami Intermodal Center, Earlington Heights Connector Miami-Dade County	Miami-Dade County Transit	$ 359,405,395.00
6315	on going	Design-Build Project MDX Procurement Contract No.: RFP-10-02 MDX Work Program No: 11211.030 Central Boulevard Widening Realignment and Service Loop Miami-Dade County	Miami-Dade County Expressway Authority (MDX)	$ 41,980,661.00

Revised 4/17/13 (se)

OHL Community Asphalt

COMMUNITY ASPHALT CORP.
Miami-Dade Contracts
Within the Past Five (5) Years

6375	on going	Contract No.: 20100522 Venetian Causeway Streetscape Improvements From Biscayne Island in the City of Miami to Belle Isle in the City of Miami Beach Miami-Dade County	Miami-Dade County Public Works Department	$ 9,287,578.78
6500	on going	MDX Procurement Contract No.: RFP-11-06 MDX Work Program No(s): 87409.030 SR-874 Mainline Reconstruction Miami-Dade County	Miami-Dade County Expressway Authority (MDX)	$ 46,430,520.00
6511	on going	Contract No. 2012009 CDBG Roadway Resurfacing Project, Floral Park - NW 17 Avenue, NW 21 Aven. NW 57th Street & NW 62nd St. Miami-Dade County	Miami-Dade County Public Works Department	$ 226,814.42

Revised 4/17/13 (se)

T·Y·LIN INTERNATIONAL | HJ ROSS
engineers | planners | scientists

June 10, 2013

Mr. E. W. Franklin Stirrup, III, P.E.
Project Manager
Miami International Airport
P.O. Box 025504
Miami, Florida 33102-5504

RE: H021B-3 Runway 12-30 Pavement Rehabilitation
Bid Analysis and Recommendation for Award - Revised

T.Y. Lin International | H.J. Ross has completed the bid analysis and recommendation for award. Enclosed you will find the Bid Tabulation Summary, Bid Tabulation Analysis and Bid Envelopes.

The enclosed documentation shows the lowest bid to be from Community Asphalt Corp. in the amount of $46,406.992.51. This represents a cost of approximately 17% below the Engineer's estimate of $55,782,777.59. The bids ranged from $46,406,992.51 to $58,940,948.19.

The comparison of bid item unit prices provides information on the lowest, highest and average prices for each item along with the Engineer's estimate price for each bid item. The tabulation analysis shows the bid item unit prices and totals as submitted by the contractors. The bid amounts are verified by multiplying the unit quantities by the item unit prices provided by the contractors. Only two discrepancies were found in the bid amounts, The first was made by General Asphalt and amounted to the lowering of their bid amount by $32,711.51 and the second was made by Community Asphalt Corp. that resulted in the lowering of their bid amount by $3,199.02. However the changes in bid amounts did not result in a different low bidder.

The difference in price from the Engineer's estimate is due to the economic conditions presently affecting pricing of construction locally and the intense competition between the lowest and second lowest bidders who represent the largest asphalt paving companies in south Florida.

The bid tabulation summary provided a checklist of all required documents for each bid. The DeMoya Group and Central Florida Equipment did not submit all the documents requested under "Federal Insurance Requirements".

Based upon the bid analysis T.Y. Lin International | H.J. Ross recommends the award of the contract, to the lowest responsive bidder, Community Asphalt Corp.

Respectfully submitted,

Richard P. Raymond
Project Manager

CONDITION OF AWARD REQUIREMENTS

The following documents having page numbers starting with the prefix "AR" are required to be executed by the selected Contractor prior to award of the Contract. The Contractor may submit with the bid, but must be submitted prior to award. The required documents are:

- **Affirmation of Vendor Affidavits:** ..... **Page AR-2**
- **Collusion Affidavit** ..... **Page AR-3**
- **Clean Air and Water Pollution Control Affidavit** ..... **Page AR-4**
- **Subcontractor/Supplier Listing:** ..... **Page AR-5**
- **Subcontracting Policies Statement:** ..... **Page AR-6**
  (Also required, but no format (insert page is provided)
- **Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists F.S. 215.473** ..... **Page AR-7**
- **Proof of Authorization to do Business:** ..... **Page AR-8**
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided)
- **Certification of Non-Segregated Facilities** ..... **Page AR-9**

The Contractor's adherence to the requirements and execution of the following "AR" documents (when applicable) will be after final award of the Contract.

- **Community Workforce Program:** ..... **Page AR-10**
- **Miami-Dade County Clearinghouse Procedures For Placing Job Opportunities:** ..... **Page AR-11**
- **Construction Clearing House Job Opportunity:** ..... **Page AR-12**

Miami-Dade County
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. H024B-3

Federal Employer Identification No. (FEIN): 59-2023298

Contract Title: RUNWAY 12-30 PAVEMENT REHABILITATION

Affidavits and Legislation/Governing Body

1.	*Miami-Dade County Ownership Disclosure* *Sec. 2-8.1 of the County Code*	6.	*Miami-Dade County Vendor Obligation to County* *Sec. 2-8.1 of the County Code*
2.	*Miami-Dade County Employment Disclosure* *County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code*	7.	*Miami-Dade County Code of Business Ethics* *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	*Miami-Dade County Employment Drug-free Workplace Certification* *Sec. 2-8.1.2(b) of the County Code*	8.	*Miami-Dade County Family Leave* *Article V of Chapter 11 of the County Code*
4.	*Miami-Dade County Disability Non-Discrimination* *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	*Miami-Dade County Living Wage* *Sec. 2-8.9 of the County Code* (Not applicable)
5.	*Miami-Dade County Debarment Disclosure* *Section 10-38 of the County Code*	10.	*Miami-Dade County Domestic Leave and Reporting* *Article 8, Section 11A-60, 11A-67 of the County Code*

MANUEL AGUIAR
Printed Name of Affiant

VICE PRESIDENT
Printed Title of Affiant

Signature of Affiant

COMMUNITY ASPHALT CORP.
Name of Firm

5/10/13
Date

14005 NW 186th Street, Hialeah, FL 33018
Address of Firm (include State, Zip Code)

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 10th day of May 20 13

by Manuel Aguiar He or she is personally known to me ✓ or has produced I.D. ☐

Type of Identification produced

Sandra Elizondo
Signature of Notary Public

EE 202852
Serial Number

Sandra Elizondo
Print or Stamp of Notary Public

August 24, 2016
Expiration Date

SANDRA ELIZONDO
Notary Public - State of Florida
My Comm. Expires Aug 24, 2016
Commission # EE 202852
Bonded Through National Notary Assn.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the bidder of this contract:

☑ Is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ Is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ May 10th 20 13
Signature of Affiant — Date

Manuel Aguiar/Vice President — 5 9 - 2 0 2 3 2 9 8 1
Printed Name of Affiant and Title — Federal Employer Identification Number

COMMUNITY ASPHALT CORP.
Printed Name of Firm

14005 NW 186th Street, Hialeah, FL 33018
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 10th day of May, 2013

He/She is personally known to me or has presented _____ as identification.

Type of Identification

Sandra Elizondo
Signature of Notary

EE 202852
Serial Number

SANDRA ELIZONDO
Print or Stamp Name of Notary

August 26, 2016
Expiration Date

Notary Public – State of Florida

SANDRA ELIZONDO
Notary Public - State of Florida
My Comm. Expires Aug 24, 2016
Notary Commission # EE 202852
Bonded Through National Notary Assn.

CLEAN AIR AND WATER POLLUTION CONTROL AFFIDAVIT PURSUANT TO 49 CFR PART 18.36(i)(12), SEC. 306 OF THE CLEAN AIR ACT, SEC. 508 OF THE CLEAN WATER ACT

Pursuant to 49 CFR Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, if the contract and subcontract exceeds $100,000; the Entity agrees:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction subcontract which exceeds $100,000 the aforementioned criteria and requirements.

X The Entity affirms under oath that the Entity will comply with the requirements of Section 306 of the Clean Air Act and Section 508 of Clean Water Act, 49 CFR.

SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Proposer: COMMUNITY ASPHALT CORP. FEIN #: 59-2023298

Project/Contract Number: **RUNWAY 12-30 PAVEMENT REHABILITATION H0248-3**

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/Proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/Proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Hypower Inc.	Bernard Paul-Kus	Electrical	X		X						172	28	X	X	X			X
Fence Masters Inc.	Steve Ernst	Fencing/Guardrail	X		X						24	4	X	X	X			
Roberts Traffic Marking Corp.	Lisa Birchfield	Striping		X	X						8	7	X		X			

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer	MANUEL AGUIAR Print Name	VICE PRESIDENT Print Title	5/10/13 Date

State of Florida
Department of State

I certify from the records of this office that COMMUNITY ASPHALT CORP. is a corporation organized under the laws of the State of Florida, filed on September 22, 1980.

The document number of this corporation is 688538.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on April 16, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Sixteenth day of April, 2013

Ken Detzner

Secretary of State

Authentication ID: CC0402451881

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

https://efile.sunbiz.org/certauthver.html

MIAMI DADE COUNTY

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

Firm History Report

From: 06/12/2008 **To:** 06/12/2013

PRIMES

FIRM NAME: COMMUNITY ASPHALT CORP.
9725 NW 117 Ave, Suite 110
Miami, FL 33178-0000

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
20100522	1	PW	GOAL DBE 22%	09/10/2010	$7,869,167.93
VENETIAN CAUSEWAY STREETSCAPE IMPROVEMENTS (SIC 16)					
					$7,869,167.93
* 20120009 (7360)	1	PW	GOAL - DBE DBE 10%	04/24/2012	$226,814.42
CDBG ROADWAY RESURFACING PROJECT					
					$226,814.42

Total Award Amount	**$8,095,982.35**
Total Change Orders Approved by BCC	**$0.00**
	$8,095,982.35

20

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Runway 12-30 Pavement Rahabilitation: Project No. HO24B-3
DBE Compliance Review Chart

Ref #	Name of Bidder/Proposer	Name of DBE Subcontractor	Regulatory Bid Docs. Executed Utilization	Regulatory Bid Docs. Executed LOI Form	DBE Participation %	DBE Certified Yes/No	Correctable Docs 48 hrs. Participation Form	Correctable Docs 48 hrs. Bidder's List
1	Astaldi Construction Corp.		Yes				Yes	Yes
	230,346	A1A Sod Sand & Soil Inc.		Yes		Yes		
	4,290	J. Mori Painting, Inc.		Yes		Yes		
	3,338,500	Barreiro Construction Corp		Yes		Yes		
	173,336	Sorrel Enterprises, Inc.		Yes		Yes		
	1,754,932	Micar Trucking, Inc.		Yes		Yes		
	212,000	Bon's Barricades, Inc.		Yes		Yes		
	5,850	WBE Environmental, Inc.		Yes		Yes		
	85,304	Guaranteed Fence Corp.		Yes		Yes		
	621,400	Roberts Traffic Markings		Yes		Yes		
	6,425,958	Total DBE			12.02%			
	58,940,948	Total Bid Amount						
	10.9%	Total DBE %	Overall assesment:		Responsive			

Ref #	Name of Bidder/Proposer	Name of DBE Subcontractor	Regulatory Bid Docs. Executed Utilization	Regulatory Bid Docs. Executed LOI Form	DBE Participation %	DBE Certified Yes/No	Correctable Docs 48 hrs. Participation Form	Correctable Docs 48 hrs. Bidder's List
2	Central Fl. Equipment Rentals, Inc.		Yes				Yes	Yes
	2,100,000	Solid Network Solutions, Inc		Yes	4.50%	Yes		
	2,832,767	Hi-Tech Concrete, Inc.		Yes	6.1%	Yes		
	4,932,767	Total DBE			10.57%			
	51,449,745	Total Bid Amount						
	9.6%	Total DBE %	Overall assesment:		Responsive			

Ref #	Name of Bidder/Proposer	Name of DBE Subcontractor	Regulatory Bid Docs. Executed Utilization	Regulatory Bid Docs. Executed LOI Form	DBE Participation %	DBE Certified Yes/No	Correctable Docs 48 hrs. Participation Form	Correctable Docs 48 hrs. Bidder's List
3	Community Asphalt Corp.		Yes				Yes	Yes
	2,529,307	Hi-Tech Concrete, Inc.		Yes	4.7%	Yes		
	2,200,000	I & C Earthmovers, Corp.		Yes	5.45%	Yes		
	4,729,307	Total DBE			10.2%			
	46,408,296	Total Bid Amount						
	10.2%	Total DBE %	Overall assesment:		Responsive			

Ref #	Name of Bidder/Proposer	Name of DBE Subcontractor	Regulatory Bid Docs. Executed Utilization	Regulatory Bid Docs. Executed LOI Form	DBE Participation %	DBE Certified Yes/No	Correctable Docs 48 hrs. Participation Form	Correctable Docs 48 hrs. Bidder's List
4	General Asphalt Co. Inc.		Yes				Yes	Yes
	611,000	Robert Traffic Marking		Yes		Yes		
	155,000	A1A Sod Sand & Soil Inc.		Yes		Yes		
	2,720,000	Hi-Tech Concrete, Inc.		Yes		Yes		
	2,100,000	Solid Network Solutions LLC		Yes		Yes		
	5,586,000	Total DBE			10.1%			
	46,493,609	Total Bid Amount						
	12.0%	Total DBE %	Overall assesment:		Responsive			

Ref #	Name of Bidder/Proposer	Name of DBE Subcontractor	Regulatory Bid Docs. Executed Utilization	Regulatory Bid Docs. Executed LOI Form	DBE Participation %	DBE Certified Yes/No	Correctable Docs 48 hrs. Participation Form	Correctable Docs 48 hrs. Bidder's List
5	The DeMoya Group, Inc.		Yes				Yes	Yes
	6,100,000	JS&L Site, Inc.		Yes	12.0%	Yes		
		Total DBE						
	57,970,050	Total Bid Amount			12.00%			
	10.5%	Total DBE %	Overall assesment:		Responsive			

Remarks: As per the requirements of the Code of Federal Regualtions 49 CFR Part 26 and MDAD DBE Program, the above-noted Bidders are all responsive.

MDAD Minority Affairs, Associate Director: Milton L. Collins Date: 5/14/13

CC:
MDAD Project Manager
File

AFFIDAVIT

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the { Community Asphalt Corp.} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran:

Indicate below if the above named Entity, as of the date of submission:

[✓] has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

[ ] has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

CONTRACTOR

COMMUNITY ASPHALT CORP.
(Legal Name of Corporation)

ATTEST:

Assistant Secretary _____
(Signature and Seal)

By: _____
Consultant - Signature

Andrea Trelles/ Assistant Secretary
(Type Name & Title)

Name: MANUEL AGUIAR

MANUEL AGUIAR/VICE PRESIDENT
(Type Name & Title)

Bond No. 105806840 (Travelers)
CMB09027763 (F&D)
015040961 (Liberty)

SURETY PAYMENT BOND

By this Bond, We Community Asphalt Corp., as Principal, whose principal business address is 9725 NW 117th Avenue, Suite 110, Miami, FL 33178, as Contractor under the contract dated _____, 20 __, between Principal and Miami-Dade County for the construction of Project: **RUNWAY 12-30 PAVEMENT REHABILITATION No.: H024B-3** (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company, a corporation, whose principal business address is One Tower Square, Hartford, CT 06183, 1400 American Lane Schaumburg, IL 60196, 175 Berkeley Street, Boston, MA 02116 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Forty-six Million Four Hundred Six Thousand Nine Hundred Ninety-two 51/100 (U.S. dollars) $46,406,992.51, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and

2. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a failure by Principal to make any such payments;

then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the County in any expense.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the surety.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20__.

CONTRACTOR

Community Asphalt Corp.
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

Joseph M. Retuerto

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY: Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

By: _____
Anne Potter
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

Bond No. 105806840 (Travelers)
CMB09027763 (F&D)
015040961 (Liberty)

SURETY PERFORMANCE BOND

By this Bond, We Community Asphalt Corp., as Principal, whose principal business address is 9725 NW 117th Avenue, Suite 110, Miami, FL 33178, as Contractor under the contract dated _____, 20__, between Principal and Miami-Dade County for the construction of Runway 12-30 Pavement Rehabilitation Project No. H024B-3 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland and Liberty Mutual Insurance Company, a corporation, whose principal business address is One Tower Square, Hartford, CT 06183, 1400 American Lane Schaumburg, IL 60196, 175 Berkeley Street, Boston, MA 02116 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Forty-six Million Four Hundred Six Thousand Nine Hundred Ninety-two 51/100 (U.S. dollars) $ 46,406,992.51, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within five (5) years after completion of the Work under the Contract; and;

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

SURETY PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

(CONTRACTOR)

Community Asphalt Corp.
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

Joseph M. Pellegrino

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

SURETY: Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

By: Anne Potter
Attorney-in-Fact Anne Potter

(CORPORATE SEAL)

(Power of Attorney must be attached)