

# Memorandum



**Date:** September 7, 2016  
**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

Agenda Item No. 8(N)(6)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Contract Award Recommendation in the Amount of \$9,268,133.85 to H & R Paving, Inc. for the Project Entitled Roadway Improvements along SW 328 Street, from US-1 to SW 162 Avenue

Resolution No. R-797-16

## Recommendation

The attached Contract Award Recommendation for the project entitled Roadway Improvements along SW 328 Street, from US-1 to SW 162 Avenue (Project No. 20150169) in the amount of \$9,268,133.85 to H & R Paving, Inc., was prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval by the Board of County Commissioners (Board).

**Delegation of Authority** - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional authority is being requested within the body of this Contract.

## Scope

**PROJECT NAME:** Roadway Improvements along SW 328 Street, from US-1 to SW 162 Avenue

**PROJECT NO:** 20150169

**CONTRACT NO:** 20150169

**PROJECT DESCRIPTION:** The work to be performed under this Contract consists of, but is not limited to furnishing all supervision, labor, required materials, tools, equipment and performing all operations necessary for roadway improvements along SW 328 Street, from US-1 to SW 162 Avenue.

The work consists of widening the existing roadway from two (2) to four (4) lanes with a raised median, sidewalks, curb and gutters, bicycle facilities, continuous storm drainage system, signalization, pavement markings and signage, and decorative lighting.

**PROJECT LOCATION:** SW 328 Street, from US-1 to SW 162 Avenue

<u>PROJECT SITES:</u>	<u>SITE #</u>	<u>LOCATION</u>	<u>DISTS</u>	<u>AMOUNT</u>
	75653	SW 328 Street, from US-1 to SW 162 Avenue	8 and 9	\$9,268,133.85

**PRIMARY COMMISSION DISTRICTS:** Districts 8 and 9 Daniella Levine Cava and Dennis C. Moss

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** Department of Transportation and Public Works

**MANAGING DEPARTMENT:** Department of Transportation and Public Works

**Fiscal Impact / Funding Source**

<b>FUNDING SOURCES:</b>	<b><u>SOURCES</u></b>	<b><u>PROJECT NO.</u></b>	<b><u>SITE NO.</u></b>	<b><u>AMOUNT</u></b>
	Road Impact Fees	6036140	75653	\$9,268,133.85

**OPERATIONS COST IMPACT / FUNDING:** This roadway is within the municipality of the City of Homestead and Florida City; therefore, no operational costs are associated with this project.

**MAINTENANCE COST IMPACT / FUNDING:** This roadway is within the municipality of City of Homestead and Florida City; therefore, the roadway will be maintained by the Cities with the exception of the traffic signals and school flashing signals. The estimated annual fiscal impact to the County is \$865.00. The cost is related to an additional school flashing signal.

**LIFE EXPECTANCY OF ASSET:** The life expectancy for the proposed roadway is approximately 25 years.

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** No

<b>CAPITAL BUDGET PROJECT # - DESCRIPTION</b>	<b><u>AWARD</u></b>
6036140 – WIDEN SW 328 STREET FROM US-1 TO SW 162 AVENUE Book Page: 96 Funding Year: Adopted Capital Budget Book for FY 2015-16, prior years' funds through FY 2015-16.	\$9,268,133.85

**CAPITAL BUDGET PROJECT TOTAL:** \$9,268,133.85

**BID PACKAGES ISSUED:** 1

**BIDS RECEIVED:** 6

**CONTRACT PERIOD:** 600 Days Excludes Warranty Administration Period

**CONTINGENCY PERIOD:** 60 Days

**IG FEE INCLUDED IN  
BASE CONTRACT:** Yes

**ART IN PUBLIC  
PLACES:** No

**BASE ESTIMATE:** \$9,012,670.50

**BASE CONTRACT  
AMOUNT:** \$8,325,576.23

<b>CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):</b>	<b>TYPE</b>	<b>PERCENT</b>
	Infrastructure	10%

**PERMIT FEES :** \$25,000.00

**BITUMINOUS MATERIAL  
ADJUSTMENT** \$30,000.00

**OFF-DUTY LAW  
ENFORCEMENT  
OFFICER :** \$30,000.00

**FPL CONNECTION** \$25,000.00

**TOTAL DEDICATED  
ALLOWANCE:** \$110,000.00

**TOTAL AMOUNT:** \$9,268,133.85

**Track Record / Monitor**

**SBD HISTORY OF  
VIOLATIONS:** None

**EXPLANATION:** This project was advertised on February 4, 2016, and on March 9, 2016, six (6) engineering contractor firms proffered bids for the referenced project. H & R Paving, Inc., proffered a base bid of \$8,325,576.23, eight (8) percent below the County's cost estimate. The second lowest bidder, Acosta Tractors, Inc., proffered a base bid of \$8,859,188.19, two (2) percent below the County's cost estimate. The third lowest bidder, JVA Engineering Contractors, Inc., proffered a base bid of \$9,301,928.20, three (3) percent above the County's cost estimate.

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

DTPW has reviewed the Capital Improvements Information System (CIIS) database and found 85 awarded construction contracts for H & R Paving, Inc. The CIIS, and information relevant to contractor's performance, is available through the Internal Services Department (ISD).

As such, DTPW recommends that H & R Paving, Inc., the lowest responsive, responsible bidder, be awarded the subject Contract for the sum of \$9,268,133.85.

Following DTPW's standard operating procedures, after award of this contract, a pre-construction meeting will be scheduled. Following completion of the award process, the project will be assigned to Mr. Bassam Moubayed, Chief of Construction, for day to day responsibilities.

**BID OPEN DATE:** 03/09/2016

**BID BOND EXPIRES:** 09/05/2016

**BID VALID UNTIL:** 09/05/2016

**ESTIMATED NOTICE TO PROCEED:** 09/01/2016

**PRIME CONTRACTOR:** H & R Paving, Inc.

**COMPANY PRINCIPALS:** Raul Gonzalez and Lucrecia Gonzalez

**COMPANY QUALIFIER:** Raul Gonzalez

**COMPANY EMAIL ADDRESS:** abe@hrpaving.com

**COMPANY STREET ADDRESS:** 1955 NW 110 Avenue

**COMPANY CITY-STATE-ZIP:** Miami, Florida 33172

**YEARS IN BUSINESS:** 40

**PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:** According to the Firm History Report as provided by the Internal Services Department, Small Business Development Division (SBD), the contractor has been awarded 20 contracts with Miami-Dade County.

**SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** AUM Construction, Inc., Highway Striping, Florida City Engineering Contractors, Inc., and A & B Pipe & Supply.

Yes

**MINIMUM  
QUALIFICATIONS  
EXCEED LEGAL  
REQUIREMENTS:**

**STANDARD PAYMENT  
AND PERFORMANCE  
BOND:**

Yes

**REVIEW COMMITTEE:**      **MEETING DATE:** 10/22/2015      **SIGNOFF DATE:** 11/06/2015

**APPLICABLE WAGES:  
(RESOLUTION No. R-54-  
10)**

Yes

**REVIEW COMMITTEE  
ASSIGNED CONTRACT  
MEASURES:**

<u>TYPE</u>	<u>GOAL</u>
SBE/GS	4%
SBE/CON	19%
CWP	Not applicable

**MANDATORY  
CLEARING HOUSE:**

Yes

**CONTRACT MANAGER  
NAME / PHONE / EMAIL:**      Alejandro Martinez- 305-375-2097      alexm@miamidade.gov  
Esteve, RA, LEED AP

**PROJECT MANAGER  
NAME / PHONE / EMAIL:**      Bassam Moubayed 305-375-2116      moubab@miamidade.gov

**BACKGROUND:**

The design of the project was closely coordinated with the City of Homestead. Since SW 328 Street is owned and maintained by the City of Homestead, they acquired the right-of-way required to construct the new roadway improvements subject to Board of County Commissioners Resolution No. R-432-13. There is a segment of the project that is within Florida City limits, for which right-of-way was acquired by Florida City. All permits for the project have been obtained.

The construction of the Project is a priority for both Cities as SW 328 Street (Lucy Street) is a major east/west corridor. The Project will provide an increase in traffic capacity for residential and commercial development, improve traffic mobility, provide ADA compliance, and ensure the availability of multiple modes of transportation. The area is comprised of major retailers,

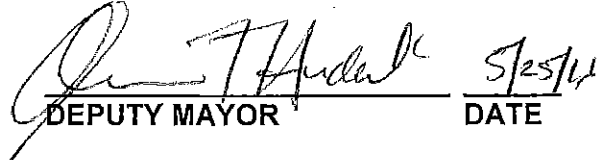
local business, and agricultural production that generate economic support  
and employment which benefits the southern portion of Miami-Dade County.

INDEX CODE: CPE06C.BCC09C.RWIDEN

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BUDGET APPROVAL  
FUNDS AVAILABLE:  5/17/16 JS  
OMB DIRECTOR DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:  5/18/16  
COUNTY ATTORNEY DATE

 5/25/16  
DEPUTY MAYOR DATE

CLERK: \_\_\_\_\_  
DATE

# Memorandum



**Date:** March 31, 2016

**To:** Alejandro Martinez-Esteve  
Manager, Capital Improvements Section, DTPW

**From:** Gary Hartfield, Division Director  
Internal Services Department  
Small Business Development

**Subject:** SBE/Construction Compliance Review  
Project RPQ No. 20150169 - Roadway Improvements to SW 328<sup>th</sup> Street from US-1  
To SW 162<sup>nd</sup> Ave

The Small Business Development (SBD) Division has completed its review of the subject project for compliance with the Small Business Enterprise – Construction (SBE/Cons) program for construction services. The contract measure established for this project is a 4% SBE/Goods & Services (SBE/GS) subcontractor goal, and 19% SBE/Construction (SBE/Cons) subcontractor goal.

The Capital Improvements Section of the Department of Transportation and Public Works (DTPW) has submitted bid documents from H & R Paving, Inc. (#1), JVA Engineering Contractor, Inc. (#2), and Acosta Tractors, Inc. (#3). Following is the pre-award compliance status and summary.

**STATUS:**

- |                                     |               |
|-------------------------------------|---------------|
| 1. H & R Paving, Inc.               | Compliant     |
| 2. JVA Engineering Contractor, Inc. | Non-Compliant |
| 3. Acosta Tractors, Inc.            | Non-Compliant |

**SUMMARY:**

**H & R Paving, Inc. (#1)**, submitted the required SBE/Cons Schedule of Intent (SOI) Affidavits committing to utilize the following certified SBE/Cons firms: AUM Construction, Inc. to perform electric & traffic signal work at 20%, Highway Striping, Inc., to perform striping work at 1.5% and Florida City Engineering Contractors, Inc., to perform concrete sidewalks and concrete curbs at 9% for a total of 30.5%. Each SOI Affidavit was signed and dated by both the prime and subcontractor in agreement with the information listed on each SOI Affidavit.

H & R Paving, Inc. also submitted the required SBE/GS Schedule of Intent (SOI) Affidavit committing to utilize A & B Pipe and Supply, Inc., a certified SBE/GS firm to provide pipe valves & fittings at 4.0%. The SOI Affidavit was signed and dated by both the prime and subcontractor in agreement with the information listed on the SOI Affidavit.

H & R Paving, Inc. has satisfied the contract's 19% SBE/Cons Subcontractor Goal, and 4% SBE/GS subcontractor goal. H & R Paving, Inc. is in compliance with the overall Small Business measures established for this contract.

**JVA Engineering Contractor, Inc. (#2)**, a certified SBE/Cons firm, eligible to meet 50% of the SBE-Con goal with its own forces, has committed to perform land clearing, earthwork, and drainage and paving work at 9.5%. JVA Engineering Contractor, also submitted the required SBE/Cons Schedule of

Intent Affidavit (SOI) committed to utilize TJ Pavement Corp., a certified SBE/Cons firm to perform sidewalk work at 10%. The SOI Affidavit was signed and dated by both the prime and subcontractor in agreement with the information listed on the SOI Affidavit.

JVA Engineering Contractor, Inc. also submitted the required SBE/GS Schedule of Intent (SOI) Affidavit committing to utilize the following certified SBE/GS firms: A & B Pipe and Supply, Inc., to provide supply materials, pipe, valves and fittings at 2% and T.J. Pavement Corp., to provide concrete ready mix at 2%. T.J. Pavement Corp., is not SBE/GS certified in the applicable commodity code of **75070 Roadway and Highway Building Material** and therefore cannot be used to meet the 2% SBE/GS goal to supply concrete ready mix material for this project. A non-compliant letter was sent to JVA Engineering Contractor, Inc. notifying them of the sub-contractor's certification issue and their firm being found non-compliant as a result to the SBE/GS Program requirements. JVA Engineering Contractor, Inc. did not request a compliance meeting or submit any clarification. The non-compliant determination remains.

JVA Engineering Contractor, Inc. did not satisfy the overall contract measures established for this project a 19.0% SBE/Cons Subcontractor and 4.0% SBE/GS Subcontractor Goal. JVA Engineering Contractor is non-compliant with the overall Small Business measures established for this contract.

**Acosta Tractors, Inc. (#3)**, submitted the required SBE/Cons Schedule of Intent (SOI) Affidavit committing to utilize the following certified SBE/Cons firms: R & D Electric, Inc. to perform electrical work at 14.9%; Jack's Concrete Service, Inc. to perform poured concrete foundation and structure contractors work at 5.0%. Each SOI Affidavit was signed and dated by both the prime and subcontractor in agreement with the information listed on the SOI Affidavit.

Acosta Tractors, Inc. also submitted the required SBE/GS Schedule of Intent (SOI) Affidavit committing to utilize the following certified SBE/GS firms: R & D Electric, Inc., to provide electrical goods and services material at 4.0%. R & D Electric, is not SBE/GS certified in the applicable commodity code of **28500 Electrical Equipment and Material Supplier** and therefore cannot be used to meet the 4% SBE/GS goal to supply electrical equipment and or material for this project. A non-compliant letter was sent to Acosta Tractors, Inc. notifying them of the sub-contractor's certification issue and their firm being found non-compliant as a result to the SBE/GS Program requirements. Acosta Tractors, Inc. requested a non-complaint meeting. The meeting was held on Wednesday, March 30, 2016 @ 10:30, no additional information or clarification was provided at that meeting to reverse the non-compliant determination.

Acosta Tractors, Inc. did not satisfy the overall contract measures established for this project a 19.0% SBE/Cons Subcontractor and 4.0% SBE/GS Subcontractor Goal. Acosta Tractors, Inc. Acosta Tractors, Inc. is non-complaint with the overall Small Business measures established for this contract

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of March 1, 2016. Also, a review of the History of Violations Report as of March 4, 2016 indicates that none of the aforementioned firms have an open violation.

Please note that SBD staff reviewed and addressed compliance with the SBE/Cons and SBE/GS Programs. The Capital Improvements Section of the DTPW is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Caesar Suarez at (305) 375-3141.

c: Laurie Johnson, SBD-ISD  
Veronica Clark, SBD-ISD



James P. Ferreira, DTPW  
Bassam Moubayed, DTPW  
Lana Moorey, DTPW  
Rene Idarraga, DTPW  
Alfredo Munoz, DTPW  
Dianah Coakley, DTPW  
Lisset Cabrera, DTPW

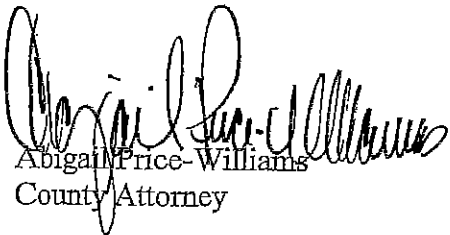


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** September 7, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 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(N)(6)  
9-7-16

RESOLUTION NO. R-797-16

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$9,268,133.85 TO H & R PAVING, INC. FOR THE PROJECT ENTITLED "ROADWAY IMPROVEMENTS ALONG SW 328 STREET FROM US-1 TO SW 162 AVENUE"; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves a Contract Award in the amount of \$9,268,133.85 to H & R Paving, Inc. for the Project entitled "Roadway Improvements along SW 328 Street, from US-1 to SW 162 Avenue" (Project No. 20150169) and authorizes the County Mayor or County Mayor's designee to execute the contract, a copy of which is attached hereto, and exercise all provisions contained therein.

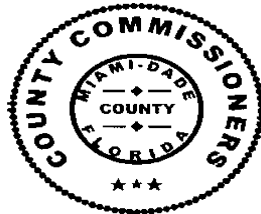
The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
 Deputy Clerk

Approved by County Attorney as  
 to form and legal sufficiency.

GKS For

Bruce Libhaber

## FY 2015 - 16 Adopted Budget and Multi-Year Capital Plan

### LOCAL GRANT MATCH FOR METROPOLITAN PLANNING ORGANIZATION

PROJECT #: 6032630

DESCRIPTION: Fund the Metropolitan Planning Organization of Miami-Dade County  
 LOCATION: Countywide District Located: Countywide  
 Throughout Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
Secondary Gas Tax	200	200	200	200	200	200	200	0	1,400
<b>TOTAL REVENUES:</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>0</b>	<b>1,400</b>
EXPENDITURE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
Construction	200	200	200	200	200	200	200	0	1,400
<b>TOTAL EXPENDITURES:</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>0</b>	<b>1,400</b>

### TRAFFIC CONTROL DEVICES - EQUIPMENT AND MATERIALS

PROJECT #: 6033051

DESCRIPTION: Replace existing traffic control devices and provide traffic signals and signs equipment  
 LOCATION: Countywide District Located: Countywide  
 Throughout Miami-Dade County District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
Secondary Gas Tax	750	750	750	750	750	750	750	0	5,250
<b>TOTAL REVENUES:</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>0</b>	<b>5,250</b>
EXPENDITURE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
Construction	750	750	750	750	750	750	750	0	5,250
<b>TOTAL EXPENDITURES:</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>0</b>	<b>5,250</b>

### WIDEN SW 328 STREET FROM US-1 TO SW 162 AVENUE

PROJECT #: 6036140

DESCRIPTION: Widen road from two lanes to four lanes on 1.3 miles of roadway  
 LOCATION: Road Impact Fee District 06 District Located: 8, 9  
 Various Sites District(s) Served: 8, 9

REVENUE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
Road Impact Fees	7,050	4,469	0	0	0	0	0	0	11,519
<b>TOTAL REVENUES:</b>	<b>7,050</b>	<b>4,469</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,519</b>
EXPENDITURE SCHEDULE:	PRIOR	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	FUTURE	TOTAL
Construction	0	5,047	4,963	0	0	0	0	0	10,010
Planning and Design	965	0	0	0	0	0	0	0	965
Project Administration	106	219	219	0	0	0	0	0	544
<b>TOTAL EXPENDITURES:</b>	<b>1,071</b>	<b>5,266</b>	<b>5,182</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,519</b>

THIS CONTRACT, made and entered into on the # [redacted] day of [redacted] month, 2# [redacted],  
by and between Miami-Dade County, Florida, acting by and through the Office of The  
Mayor, party of the first part (hereinafter sometimes called the "County"), and

H & R Paving, Inc.  
[redacted]

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

WITNESSETH

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

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

Roadway Improvements to SW 328th Street from US-1 to SW 162nd Avenue  
[redacted]

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

Nine Million Two Hundred Sixty Eight Thousand One Hundred Thirty Three Dollars and Eighty Five Cents  
[redacted]

\$9,268,133.85  
[redacted]

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

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

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

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

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

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

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

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

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin  
Clerk of the Board

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

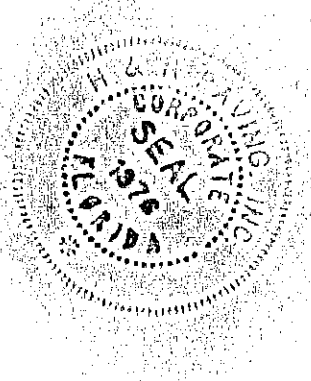
By: \_\_\_\_\_  
Assistant County Attorney

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**WHEN THE CONTRACTOR IS A CORPORATION:**

(CORPORATION SEAL)

ATTEST BY: *Lucy Gonzalez*  
(Secretary)  
LUCRECIA GONZALEZ  
(Print or type name)

H&C PAVING INC.  
(Name of Corporation)  
*Raul Gonzalez*  
(Signature of Officer)  
RAUL GONZALEZ  
(Print or type name)  
President  
(Official Title)  
1955 N.W. 110 AVE  
MIAMI, FL 33172  
(Address)



(PARTY OF THE SECOND PART)

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