

Date: May 19, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Agenda Item No. 8(O)(1)

Resolution No. R-436-26

Subject: Resolution Ratifying the Award of Construction Contract No. W-954, Two-Year
Countywide Contract for WASD Pavement Restoration B with H & R Paving, Inc.

Executive Summary

This item seeks ratification by the Board of County Commissioners (the Board) of the action of the County Mayor or County Mayor's designee approving the competitive award of Construction Contract No. W-954 (the Contract) for a *Two-Year Countywide Contract for WASD Pavement Restoration B* (the Project) with the lowest responsive and responsible bidder, H & R Paving, Inc. (the Contractor). The Contract provides for an initial two (2) year term in an amount not to exceed \$4,375,890.00, with a one (1) year option to renew in an additional amount not to exceed \$2,187,945.00, for a total not-to-exceed value of \$6,563,835.00 over a three (3) year period.

The Contractor will perform asphalt restoration following repair work completed by the Miami-Dade Water and Sewer Department (WASD) throughout Miami-Dade County (the County). These improvements are necessary to close permits with the applicable local governing agencies. The Contract includes base restoration, asphalt placement, milling, and resurfacing, and is structured as a work order-based agreement. This approach provides the flexibility to address restoration needs on an as-needed basis across the County, which will assist with timely permit closures, minimization of disruptions to the public, and safe and quality roadway infrastructure throughout the County.

As part of its \$8.6 billion Capital Improvement Program, WASD is investing in infrastructure improvements that support system reliability, regulatory compliance, and the long-term sustainability of County assets. This Contract is a key component of that effort by ensuring that roadways impacted by critical water and sewer repairs are fully restored.

Recommendation

It is recommended that the Board ratify the action of the County Mayor or County Mayor's designee as authorized under Section 2-8.2.12 of the Miami-Dade County Code (WASD's Acceleration Ordinance). Details about the Contract are shown on Exhibit A attached hereto.

Scope

The Project will take place throughout the County; therefore, the impact of this item is countywide in nature.

Delegation of Authority

The Contract was awarded pursuant WASD's Acceleration Ordinance, which delegates authority to the County Mayor or County Mayor's designee to award certain projects, and, among other things, negotiate and settle claims and execute change orders that do not exceed ten percent (10%) of the base contract amount, subject to ratification by the Board.

Fiscal Impact/Funding Source

The fiscal impact to the County is a not-to-exceed amount of \$6,563,835.00, including an initial two (2) year term in an amount not to exceed \$4,375,890.00 and a one (1) year option to renew in an additional amount not to exceed \$2,187,945.00. The Project will be funded out of Future WASD Revenue Bonds and the Water Renewal and Replacement Fund. There is no impact to the General Fund. The Project is in WASD's Fiscal Year 2025-2026 Adopted Budget and Multi-Year Capital Plan, under Water Distribution System Extension Enhancements, Capital Program #9653311, Volume #3, Page #119.

Track Record/Monitoring

WASD's Deputy Director of Operations, Billie Jo McCarley, P.E., will oversee the implementation of this Contract.

Due Diligence/Safety Information

Due diligence was conducted by WASD and the Strategic Procurement Department (SPD) in accordance with the County's Procurement Guidelines to determine responsibility, including verifying corporate status; performance; safety record, including Occupational Safety and Health Administration (OSHA) records; and compliance data. The lists that were reviewed included: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings related to H&R Paving, Inc.'s responsibility. This information is being provided pursuant to Resolution No. R-187-12.

Background

On September 3, 2014, the Board approved Ordinance No. 14-77 authorizing the County Mayor or County Mayor's designee to award contracts for funded capital projects and related goods and services and to accelerate the approval of WASD's: (1) Consent Decree projects and (2) projects identified in WASD's Multi-Year Capital Plan's Capital Improvement Program without the need for prior Board approval but subject to ratification by the Board.

The Contract is for pavement restoration activities where repairs and upgrades of WASD infrastructure have been undertaken. The scope of work is intended to satisfy regulatory and permitting requirements imposed by applicable local governing authorities, which will facilitate formal permit closure. Restoration operations shall include, but are not limited to, reconstruction of the pavement base, placement of asphalt materials, milling of existing surfaces, and full or partial resurfacing, as required by site conditions.

This Contract is structured as a work order-driven agreement under which specific tasks will be authorized and executed on an as-needed basis. All work shall be performed at various County locations in accordance with issued work orders, applicable engineering standards, and governing specifications for asphalt restoration.

The Contract has an initial term of two (2) years with a total not-to-exceed amount of \$4,375,890.00. In addition, the County Mayor or County Mayor's designee has the option to renew the Contract (OTR) for up to an additional one (1) year, provided the Contractor maintains the same unit prices bid at the time of award for the initial two-year term plus any price escalations approved by the County. If exercised, additional funding of up to \$2,187,945.00 will be available for work during the term of the OTR. The award was filed on December 15, 2025, and the Contract was fully executed and attested by the Clerk's Office on February 19, 2026.

Exhibit A includes the details of the competitively bid award for which ratification is being requested. Exhibit A contains the information bulleted below for the Contract award:

- Item Number
- Department Name
- Type of Solicitation
- Contract Type
- Contract No. / Project No.
- Project Name
- Firm Awarded
- Commission District
- Contract Amount
- Funding Source(s)
- Operations and Maintenance Costs
- Estimated Start Date/Estimated End Date
- Contract Measures: SBE Goods & Services; SBE-A/E; SBE-Construction; and CWP Program
- Brief Project Description

Attached as Exhibit B is the recommendation to award the Contract. A copy of the Contract for this Project is available from the Construction Contracts Division of WASD.

Attachments



Roy Coley
Chief Utilities and Regulatory Services Officer

Exhibit A

Ratification of Contract Awards Authorized by the WASD Accelerate Ordinance

Item No.	Dept. Name	Type of Solicitation	Contract Type	Contract No.		Project Name	Firm Awarded	Commission District	Contract Amount	Funding Source(s)	Operations and Maintenance Costs	Est. Start Date		Contract Measures				Brief Project Description
				Contract No.	Project No.							Est. End Date	Est. Start Date	SBE Goods & Services	SBE A/E	SBE Construction	CWP Program	
1	WASD	County Bid Process	Construction Contract	Contract No. W-954		Two-Year Countywide Contract for WASD Pavement Restoration B	H & R Paving, Inc.	Various	Initial two (2) year term in an amount not to exceed \$4,375,890.00, with a one (1) year option to renew in an additional amount not to exceed \$2,187,945.00, for a total not-to-exceed value of \$6,563,835.00 over a three (3) year period.	Capital Program 9653311, Water Distribution System Extension Enhancements and Water Renewal and Replacement Fund and Future WASD Revenue Bonds	Operations Cost: \$1,000 per year; and Maintenance Cost: \$2,000 per year	Notice to Proceed Date: March 9, 2026 Completion Date of Initial two-year is March 9, 2028 (total contract period is two years for initial period and one-year option to renew)		0.00%	n/a	0.00%	n/a	This Contract is a work order-based contract to perform asphalt restoration that will be performed at various locations throughout the County, as needed. The pavement repairs are needed to close the permits with the local governing agencies and will include base restoration, asphalt, milling and resurfacing.

Total Dollar Value of Award: \$6,563,835.00

MDC004

Memorandum



Date:

To: Jay J. Fink, PE, Director
Water and Sewer Department

From: Frances G. Morris, Chief Financial Officer
Water and Sewer Department

Subject: Award Recommendation for Two-Year Countywide Contract for WASD
Pavement Restoration B, Contract No. W-954

Executive Summary

This memorandum seeks approval to award Contract No. W-954, Two-Year Countywide Contract for WASD Pavement Restoration B (the Contract), to H & R Paving, Inc. (H & R). The Contract will be used for asphalt restoration following repair work completed by the Miami-Dade Water and Sewer Department (WASD) throughout Miami-Dade County.

Recommendation

It is recommended that Contract No. W-954 be awarded to H & R. The Contract has a not-to-exceed value of \$6,563,835.00 over a three (3) year period. The Contract has an initial term of two (2) years with a total compensation amount that is not-to-exceed \$4,375,890.00 (the Initial Amount).

In addition, the County Mayor or County Mayor's designee has the option to renew the Contract for up to an additional one (1) year (the OTR), provided the Contractor maintains the same unit prices bid at the time of award for the initial two-year term plus any price escalations approved by the County. If exercised, additional funding of up to \$2,187,945.00 will be available for work during the term of the OTR, which amount is one-half of the amount bid for the two (2) year term. If the OTR is exercised in anticipation of the Contract terminating due to the depletion of the awarded amount, the term of the Contract will then be limited to that of the OTR and will not include any remaining portion of the original Contract term. If the option to renew is not exercised, the Contract will terminate upon the depletion of the Initial Amount or upon the expiration of the initial two (2) year Contract term, whichever occurs first. The two (2) year term of the Contract will commence with the issuance of the Notice to Proceed.

Because this is a work order driven contract, the Contract does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial two (2) year period is at the County's option and is not a right of H & R. The number of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

Scope

The Contract is a work order-based contract to perform asphalt restoration that will be performed at various locations throughout the County, as needed.

Delegated Authority

This is a Capital Improvement Contract being processed under Section 2-8.2.12 of the Miami-Dade County Code (WASD's Acceleration Ordinance). Pursuant to Sections 2-8.2.12 (4)(d) and (e) of the Code, the County Mayor or County Mayor's designee has the authority to, among other things, amend and/or extend the Contract to complete any unfinished work, waive liquidated

damages, negotiate and settle claims, and execute change orders that do not exceed ten percent (10%) of the base Contract amount, subject to ratification by the Board of County Commissioners (the Board).

Fiscal Impact/Funding Source

The fiscal impact to the County is \$6,563,835.00.

The funding for this Contract is in the Fiscal Year 2025 – 26 Adopted Budget and Multi-Year Capital Plan.

- Funding will be provided from Capital Program 9653311, Water Distribution System Extension Enhancements, Volume 3, page 117.
- The funding sources are: Water Renewal and Replacement Fund and Future WASD Revenue Bonds.
- The funding sources do not include Building Better Communities – General Obligation Bond (BBC-GOB) funding and do not impact the General Fund.
- The life expectancy of the work is 40 years.
- Annual Operations Cost Impact / Funding: \$1,000.00. The funding source for the operating impact is WASD Operating Revenues.
- Annual Maintenance Cost Impact / Funding: \$2,000.00. The funding source for the maintenance impact is WASD Operating Revenues.
- The Inspector General (IG) Fee is included but Art in Public Places is not included.

Vendor Selection & Track Record

On November 20, 2025, WASD received and opened five (5) bids in response to the October 9, 2025 advertisement for an open competitive solicitation for the Contract.

Company Name	Base Bid	Total Bid*
H & R Paving, Inc.	\$3,659,900.00	\$4,430,890.00
R&G Engineering, Inc.	\$3,722,750.00	\$4,500,025.00
The Stout Group, LLC	\$4,964,180.00	\$5,865,598.00
Maestre Construction	\$6,014,560.00	\$7,021,016.00
Pabon Engineering	\$8,720,950.00	\$9,998,045.00

*Total bid includes contingency & dedicated allowances

The following due diligence was performed to determine that H & R was the lowest responsive and responsible bidder:

- There were no Small Business Development (SBD) contract measures assigned to the Contract. The Project Worksheet from SBD is attached to this memorandum as Exhibit A.
- David Vazquez, the Engineer of Record (EOR), reviewed the bid submissions and, on November 22, 2025, determined that the low bid was acceptable as submitted and that H & R satisfied the requirements of the solicitation. The EOR letter is attached to this memorandum as Exhibit B.
- Pursuant to Resolution No. R-187-12, WASD performed a review of the vendor information in the Business Management Workforce System (BMWS). WASD discovered no adverse information.

- According to the contractor history downloaded from BMWS on December 4, 2025, over the past five (5) years, H & R has been awarded one (1) contract from the County for a total of \$2,780,211.00.
- H & R has two hundred fifty-eight (258) evaluations in the ISD Capital Improvement Information System (CIIS), with a rating of 3.4 out of a possible 4.0 maximum.

Considering the input of ISD and the EOR, WASD has concluded that the apparent lowest bidder, H & R, is both responsive and responsible. H & R's total bid of \$4,430,890.00 is 1.2% above the EOR's estimate of \$4,375,890.00; the bidder has a 3.4 rating in CIIS; and there are no protests, thereby qualifying for an award under the Acceleration Ordinance, subject to ratification by the Board. Therefore, it is recommended that Contract No. W-954 be awarded to H & R for a total compensation amount of not to exceed \$6,563,835.00 over a three (3) year period. The Contract is structured with a two (2) year initial term with a total compensation amount not to exceed \$4,375,890.00 and a one (1) year option to renew with a compensation amount not to exceed \$2,187,945.00. Unless the Contract is renewed, it will terminate upon the depletion of the Initial Award or the expiration of the initial two (2) year period, whichever occurs first. The proposed Contract, signed by H & R, is attached to this memorandum as Exhibit C.

WASD Contract Monitor

WASD Deputy Director, Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Contract.

Background

The Contractor will perform pavement restoration at locations throughout the County where WASD forces have performed repairs. The pavement repairs are needed to close the permits with the local governing agencies and will include base restoration, asphalt, milling and resurfacing.

Contract Manager Name/Phone/Email

Paul Adams / 786-863-9425 / paul.adams@miamidade.gov

Project Manager Name/Phone/Email

Mayra Espinosa / 786 268-5044/ mayra.espinosa@miamidade.gov

Applicable Ordinances and Measures

The table below depicts the applicable legislative policies.

Title	Legislation	Notations
Local Preference	Code Section 2-8.5	Applicable
Local Certified Veteran Business Enterprise Preference	Code Section 2-8.5.1	Applicable
Small Business Enterprise - Services	Code Section 2-8.1.1.1.1 & Implementing Order 3-41	No Measure
Small Business Enterprise - Goods	Code Section 2-8.1.1.1.2 & Implementing Order 3-41	No Measure
Sea Level Rise	Ordinance 14-79	Applicable
Sustainable Buildings Program	Implementing Order 8-8	Applicable
Buy American Iron & Steel Procurement Program	Code Section 2-8.2.6.1	Applicable

Title	Legislation	Notations
Art in Public Places	Code Section 2-11.15	Not Applicable
Office of Inspector General Fee	Code Section 2-1076	Applicable
User Access Program	Code Section 2-8.10	Applicable

Project Chronology

Event	Projected Date
1. Pre-bid Meeting Date if applicable	10/9/2025
2. Bid opening date	11/20/2025
3. Planned Bid Award date	TBD
4. Planned pre-construction meeting	TBD
5. Planned Notice to proceed	TBD
6. Planned groundbreaking	TBD
7. Planned completion date	TBD

SIGNATURE PAGE

**Two-Year Countywide Contract for WASD Pavement Restoration B
Contract No. W-954**

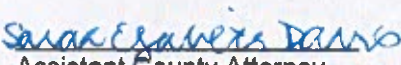


David Clodfelter
OMB DIRECTOR

12/09/2025

DATE

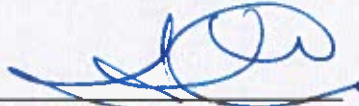
Approved as to legal sufficiency



Sarah Cravens Davis
Assistant County Attorney

12/9/25

DATE



Jay J. Fink, PE, Director
on behalf of Mayor Daniella Levine Cava

12/11/25

DATE

Attachments



Strategic Procurement Department

Project Worksheet

Exhibit A

Project/Contract Title: Two-Year Countywide Contract For WASD Pavement Restoration B (2024-2026) With One-Year Option To Renew

Received Date: 8/22/2025

Project/Contract No: W-954

Funding Source: Water Renewal and Replacement Fund, Future WASD Revenue Bonds

Department: Water & Sewer

Estimated Cost of Project/Bid: \$3,970,890.00

Description of Project/Bid: Two-year contract for asphalt restoration following repair work completed by MD-WASD throughout Miami-Dade County.

Contract Measures

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
No Measure	SBE - Goods & Services	

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-G&S).

PRA reviewed this project pursuant to Implementing Order 3-41 for an SBE-G & S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications, and funding source; these indicate a No Measure is appropriate as no SBE-G&S opportunities were possible for this project.

NAICS 237310 Highway, Street, and Bridge Construction, NAICS 237990 Other Heavy and Civil Engineering Construction

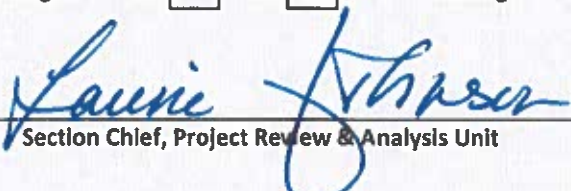
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Building: YES ☐ NO ☒


Section Chief, Project Review & Analysis Unit


Date

Engineer Justification and Recommendation

Project: TWO-YEAR COUNTY CONTRACT FOR WASD PAVEMENT RESTORATION, WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL YEAR, (2025-2026 YEAR)

E-Builder E-20399

Total Low Bid: \$4,430,890

Low Base Bid: \$3,659,900

Low Bidder: H&R Paving Inc

WASD Estimate: \$4,813,479

% Difference of Base Bid: 8.6% under the original WASD Estimate

Number of Bidders: 5

Next Lowest Bidder: \$4,500,025

Justification

The project has a primary purpose of performing spot pavement restoration repairs at locations where Department forces have performed repairs or improvements. The major items of patching repairs that include reworking the base, asphalt milling and asphalt overlay are close to the Engineer's estimated value. The low bidder is a dedicated pavement company that regularly performs pavement restoration and has an asphalt plant. The Project Bid was competitive with good participation and a positive result.

Recommendation

The low bid price of \$4,430,890 is acceptable to the Department. The Contractor, H&R Paving Inc, has performed a one-year county-wide paving contract for the WASD Department and Public Works. The previous contracts performed by H&R Paving have been successful. They have the required equipment and the number of dedicated paving crews required by the Contract. Please proceed to award the project to the low bidder, H&R Paving, for the Total Bid Amount of \$4,430,890.

David Vazquez, PE

SR. Professional Engineer WASD Pipeline Division

CONTRACT

Exhibit C

THIS CONTRACT, made and entered into on the ____ day of _____, 2025, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and H & R Paving, Inc., party of the second part (hereinafter sometimes called "Contractor," and collectively with the County, the "Parties");

WITNESSETH

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

1. That the Contractor shall furnish all 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

Two-Year Countywide Contract for WASD Pavement Restoration B (2025-2027) Contract No. W-954

at the unit prices reflected in the Proposal, for the aggregate amount of up to **Four Million, Three Hundred and Seventy-Five Thousand, Eight Hundred and Ninety Dollars and No Cents (U.S. Dollars) \$4,375,890.00** for a period of two (2) years. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two (2) year period, whichever occurs first. The two (2) year term of the Contract will commence with the issuance of the Notice to Proceed.

The County Mayor or County Mayor's designee has the option to renew the Contract for up to an additional one (1) year (the "OTR"), provided the Contractor maintains the same unit prices bid at the time of award of this Contract for the initial two-year term plus any price escalations approved by the County. If exercised, additional funding of up to \$2,187,945.00 will be available for work during the term of the OTR. If the OTR is exercised in anticipation of the Contract terminating due to the depletion of the awarded amount, the term of the Contract will be that of the OTR and not include any portion of the original Contract term that was remaining upon depletion of the awarded amount.

This is a non-exclusive contract, and as such, the County does not guarantee that the full amount of the Contract will be issued to the Contractor. The actual amount of work orders assigned under this Contract is a prerogative of the County to be exercised in its sole discretion and dependent only upon the County's needs. Additionally, continuation of the Contract beyond the initial period is a County prerogative and not a right of the bidder. The County, in its sole discretion, will determine whether it will continue the Contract beyond the initial period, and such continuation will only occur when the continuation is clearly in the best interest of the County.

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 in the Proposal.

3. That the County shall pay 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 Project Work Orders completed at the unit prices of the Proposal and in a manner stated in the Standard Construction General Contract Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any

CONTRACT

reason such bond shall become inadequate to cover the performance of the work, the Contractor shall at its 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 security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Advertisement for Bids, Questionnaire, Instruction to Bidders, Proposal, Certified Resolution for Proposal and Bid Form, Bid Bond, all forms submitted pre and post award, including, without limitation, Miami-Dade County Vendor Affidavits Form, Sworn Statement – Public Entity Crimes, Clearinghouse Affidavit, Job Order Request form, Human Trafficking Affidavit, and the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), this Contract, Certified Resolution for Contract and Performance and Payment Bond, Performance and Payment Bond, Standard Construction General Contract Conditions, revised August 1, 2023, the Technical Specifications, Plans and Drawings designated in the specifications, all Technical Appendices, all Addenda, Water & Sewer Department Special Provisions, Change Orders to the Contract, Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The Standard Construction General Contract 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 it has read and understands all of said Contract Documents.

6. 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.

7. The County retains the right to audit any and all information regarding this Contract as described in the Standard Construction General Contract Conditions, Article 12 G (Miscellaneous Provisions – Audit Rights)

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or his designee, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the Mayor or the Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with Standard Construction General Contract Conditions, Article 11.D(1) Termination for Convenience.

9. "Contract Execution Date" means the date of the last signature on this contract.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST:

Juan Fernandez-Barguin
Clerk of the Court and Comptroller

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Attested By:
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST


(Secretary)
Lucy Gonzalez
(Print or type name)

H&R Paving INC.
(Name of Corporation)

By: 
(Signature of Officer)

Paul Gonzalez
(Print or type name)

President
(Official Title)

1955 NW 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 and Surety Performance and Payment Bond to do so in its behalf.



MEMORANDUM

(Revised)

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

DATE: May 19, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(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
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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(O)(1)
5-19-26

RESOLUTION NO. R-436-26

RESOLUTION RATIFYING ACTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RELATED TO THE MIAMI-DADE WATER AND SEWER DEPARTMENT'S CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE PURSUANT TO SECTION 2-8.2.12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SPECIFICALLY THE APPROVAL OF THE AWARD OF CONTRACT NO. W-954 BETWEEN MIAMI-DADE COUNTY AND H & R PAVING, INC. FOR TWO-YEAR COUNTYWIDE CONTRACT FOR WASD PAVEMENT RESTORATION B, INCLUDING AN ADDITIONAL ONE YEAR OPTION TO RENEW, IN AN AMOUNT NOT TO EXCEED \$6,563,835.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the action of the County Mayor or County Mayor's designee, as authorized by section 2-8.2.12 of the Code of Miami-Dade County, Florida, specifically, the approval of the award of Contract No. W-954 between Miami-Dade County and H & R Paving Inc. for the Two-Year Countywide Contract for WASD Pavement Restoration B, including an additional one year option to renew, in an amount not to exceed \$6,563,835.00; and authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Vicki L. Lopez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of May, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis