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RESOLUTION NO. 2010-28

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND ROADWAY STRIPING; AUTHORIZING H & J ASPHALT, INC. TO PROVIDE RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$250,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Public Works is responsible for the inventory, inspection and resurfacing of Village roadways; and,

WHEREAS, in an effort to continue to improve the overall condition and quality of the existing roadways and to provide a safe pathway for vehicular travel a contractor specializing in pavement and required striping with markings is required; and,

WHEREAS, during Fiscal Year 2008-09, the Department resurfaced 10,889 linear feet of roadway, (which equates to 2.17 miles of two-lane roadways) and applied permanent striping to resurfaced roadways; and,

WHEREAS, during Fiscal Year 2009-2010, the expenditure of \$250,000 for continued pavement overlay and reconstruction will result in the paving of approximately 12,445 linear feet of two-lane roadways (the equivalent of 2.48 miles); and,

WHEREAS, Miami-Dade County issued RPQ No.20090176 Resurfacing contract; and,

WHEREAS, Miami-Dade County selected H & J Asphalt, Inc. to perform all the necessary work in the manner and form provided in the attached Contract Document (CICC 7360-0/08) entitled: Community Redevelopment Block Grant (CDBG-R) Roadway Resurfacing Project - Project No. 20090176; and,

WHEREAS, the Department of Public Works has contacted H & J Asphalt, Inc. and received authorization to “piggy back” onto the existing Miami-Dade County, Community Redevelopment Block Grant (CDBG-R) Roadway Resurfacing Project - Project No. 20090176 to provide miscellaneous roadway resurfacing and roadway striping throughout the Village of Palmetto Bay; and,

WHEREAS, H & J Asphalt, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions set forth in the agreement with Miami-Dade County dated February 8, 2010; and,

1 **WHEREAS**, pursuant to the Village’s purchasing procedures, the Village may enter into
2 contracts for services with contractors when another public agency has already followed formal bid
3 procedures; and,
4

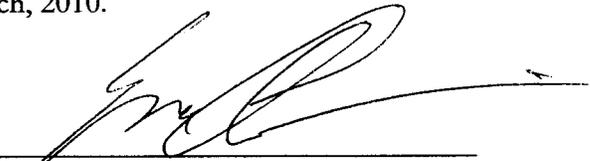
5 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
7

8 Section 1: The Village Manager is authorized to “piggy back” on the existing Miami-Dade
9 County, Community Redevelopment Block Grant (CDBG-R) Roadway Resurfacing Project -
10 Project No. 20090176 with H & J Asphalt, Inc., and is authorized to continue the agreement, for an
11 amount not to exceed \$250,000.
12

13 Section 2: This resolution shall take effect immediately upon approval.
14

15
16 **PASSED and ADOPTED** this 1st day of March, 2010.
17

18
19
20 ATTEST: 
21 Melghan Rader
22 Village Clerk
23


24
25 Eugene P. Flinn Jr.
26 Mayor
27

28
29 **READ AND APPROVED AS TO FORM:**
30

31
32
33 
34 Eve Boutsis
35 Village Attorney
36

37
38 **FINAL VOTE AT ADOPTION:**
39

- 40 Council Member Ed Feller YES
41 Council Member Howard Tendrich YES
42 Council Member Shelley Stanczyk YES
43 Vice-Mayor Brian W. Pariser YES
Mayor Eugene P. Flinn, Jr. YES

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2008, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and H & J Asphalt Inc., as Vendor, whose address is 4310 NW 35TH Avenue, Miami, Florida 33142.

RECITALS:

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of \$250,000, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The above whereas clauses are incorporated and made a part of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper roadway resurfacing. Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Ron E. Williams, Village Manager
8950 SW 152nd Street
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 533

Palmetto Bay, Florida 33157-6416
(305)-235-9344

To Vendor: H & J Asphalt, Inc
4310 NW 35TH Avenue
Miami, Florida 33142

11. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation. If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Vendor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

18. The Vendor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

19. The Vendor is furnishing its services as an independent Vendor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

21. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Vendor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
Humberto Lorenzo,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader



H & J ASPHALT, INC.

4310 NW 35th AVENUE
MIAMI, FL. 33142
PHONE: 305-634-3342 FAX: 305-634-3313
hjasph@bellsouth.net

February 24th , 2010

Village of Palmetto Bay
Department of Public Works
9495 S.W. 180th Street
Palmetto Bay, Fl. 33157

Re: "Piggyback" Miami-Dade County

To Whom it May Concern:

H & J Asphalt, Inc. authorizes the Village of Palmetto Bay to "piggyback" Miami-Dade County Request for project # 20090176-CICC-7360-0/08, titled "CDBG-R Roadway Resurfacing Project Contract", dated Monday, February 08, 2010. H & J Asphalt, Inc. will honor the Miami Dade County contract pricing, terms and conditions for Village of Palmetto Bay.

If you have any questions please do not hesitate to contact me.

Sincerely,

Jorge Lorenzo
Vice-President



Carlos Alvarez, Mayor

Public Works
Construction Division
111 NW 1 Street, 16th Floor
Miami, Florida 33128
T 305-375-1918 F 305-375-2547

January 29, 2010

miamidade.gov

NOTICE TO PROCEED

CERTIFIED MAIL No.
7009 2820 0004 2056 5363

FACSIMILE; TELEPHONE No.
305-634-3313; 305-634-3342

EFFECTIVE DATE OF NOTICE: February 8, 2010

NAME OF PROJECT: Community Development Block Grant
(CDBG-R) Roadway Resurfacing
Project

NUMBER OF PROJECT: 20090176- CICC-7360-0/08

TO CONTRACTOR: H & J Asphalt, Inc.
4310 NW 35th Ave.
Miami, Florida 33142

In accordance with the terms of your contract with Miami-Dade County for the performance of the work included in the referenced project, you are hereby authorized to commence work as of the effective date of this notice.

All work under this contract shall be completed by, or prior to, November 5, 2010.

Contract Period: 270 calendar days.

Sincerely,

Joaquin A. Rabassa, P.E.
Construction Coordinator
Public Works Department (PWD)

JR/sh
cc: Esther Calas, P.E., PWD
Antonio Cotarelo, P.E., PWD
Clara Sidan, P.E., FDOT
Bassam Moubayed, C.F.M., PWD
Ana Finol, P.E., OCI
Leandro Ona, P.E., PWD
Duane Kopp, P.E., PWD
Catherine Lara, HCD
Maria Rodriguez-Porto, HCD
Jesus Hernandez, HCD

Penelope Townsley, SBD
Frank Aira, P.E., PWD
Alfredo Munoz, P.E., PWD
Delfin Molins, PWD
2/11/10 Carlos Baro, PWD
Alvaro M. Castro, PWD
Alejandro Martinez, PWD
Enrique Gonzalez, PWD
Joaquin Montesino, P.E, PWD
Julio G. Valdez, PWD

Delivering Excellence Every Day

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

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 1

DATE: 12/30/2009
** ORIGINAL **

PO NUMBER: POPW0901612

VENDOR:

H & J ASPHALT INC
4310 NW 35 AVE
MIAMI, FL 33142

REQUESTING DEPARTMENT OR AGENCY:

PUBLIC WORKS CONSTRUCTION DIVI
111 NW 1 ST
16 FL
MIAMI, FL 33128

VENDOR ID: 650024320 01

VENDOR TEL: (305) 634-3342

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO: AIDA CASTANEDA

TEL: (305) 375-2144

CASH DISCOUNT:
NET

FREIGHT CARRIER:

FOB: DEST-P

FOB DESTINATION, FREIGHT PREPAID. THE SELLER PAYS AND BEARS THE FREIGHT
CHARGES.

AGENT CONTACT: WILLIAMS, GERALD
(305) 375-2356

DELIVERY REQUIRED
10/15/2009

DEPT. NO.
PW1801

REQ NO.
POPW0901612

ISSUED UNDER CONTRACT NO: CICC7360-0/08
BPO ID : ABCW0300600

SHIP TO:
111 N.W. 1ST STREET SUITE 1510
MIAMI, FL 33128

BILL TO:
111 NW 1 ST 16 FLOOR
MIAMI, FL 33128

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	907-99	1.00	LS	621,799.4000	621,799.40

MISCELLANEOUS CONSTRUCTION, FEDERAL

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 2

DATE: 12/30/2009
** ORIGINAL **

PO NUMBER: POPW0901612

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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COMMODITY NAME/SPECIFICATIONS					
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THE WORK REQUIRED FOR THIS CONTRACT SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING: CLEARING AND EXCAVATING OF SHOULDER AREAS OR BUILDUP IF REQUIRED; GRADING AND CLEANUP OF ADJACENT SHOULDERS AND REMOVAL OF ROOTS IF REQUIRED; MILL EXISTING PAVEMENT; RESURFACE ROADWAY USING TYPE S ASPHALTIC CONCRETE WITH A MINIMUM THICKNESS OF 1 INCH; WIDEN AND RESURFACE INTERSECTING STREETS, RESURFACE ASPHALTIC PATHWAYS (PEDESTRIAN, BICYCLE) ADJACENT OR NOT TO EDGE OF PAVEMENT IF NEEDED. FOR SPECIFIC JOB LOCATIONS SEE CONTRACT DOCUMENTS.

002	907-99	1.00	EA	62,179.9400	62,179.94
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MISCELLANEOUS CONSTRUCTION, FEDERAL

THIS ITEM REFLECTS THE DEDICATED ALLOWANCE FOR CONTINGENCY EXPENDITURE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THE ALLOWANCE CANNOT BE EXCEEDED WITHOUT PRIOR FORMAL APPROVAL THROUGH A CHANGE ORDER. THE DEDICATED ALLOWANCE FOR CONTINGENCY EXPENDITURE TOTALS \$62,179.94.

003	907-99	1.00	LS	2,247.0000	2,247.00
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR MOBILIZATION, TO BE PAID TO THE CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISIONS OF THE CONTRACT. THE DEDICATED ALLOWANCE FOR MOBILIZATION TOTALS \$2,247.00.

004	907-99	1.00	LS	6,000.0000	6,000.00
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR OFF-DUTY LAW ENFORCEMENT OFFICER AS REQUIRED DURING THE COURSE OF THIS PROJECT. THIS COST IS PAID AS A DIRECT REIMBURSEMENT PER THE ACTUAL INVOICE PROVIDED BY THE LAW ENFORCEMENT AGENCY.

THE DEDICATED ALLOWANCE FOR OFF-DUTY LAW ENFORCEMENT OFFICER TOTALS \$6,000.00.

005	907-99	1.00	LS	12,435.9900	12,435.99
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR MAINTENANCE OF TRAFFIC, TO BE PAID TO THE

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 3

DATE: 12/30/2009
** ORIGINAL **

PO NUMBER: POPW0901612

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISIONS OF THE CONTRACT.
THE AMOUNT TO BE PAID FOR MAINTENANCE OF TRAFFIC SHALL NOT EXCEED
2% OF THE INVOICE AMOUNT AS NOTED IN THE CONTRACT DOCUMENTS.
THE DEDICATED ALLOWANCE FOR MAINTENANCE OF TRAFFIC TOTALS \$12,435.99.

006	907-99	1.00	LS	15,000.0000	15,000.00
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR BITUMINOUS MATERIALS, TO BE PAID TO THE
CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISIONS OF THE CONTRACT.
THE DEDICATED ALLOWANCE FOR BITUMINOUS MATERIALS TOTALS \$15,000.00.

007	907-99	1.00	LS	375.0000	375.00
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR REIMBURSEMENT OF VARIOUS PERMIT COSTS AS
REQUIRED DURING THE COURSE OF THIS PROJECT. REIMBURSEMENTS WILL BE
PAID AS PER THE ACTUAL INVOICES ISSUED BY THE PERMITTING AGENCY.
THE DEDICATED ALLOWANCE FOR REIMBURSEMENT OF VARIOUS PERMIT COSTS
TOTALS \$375.00.

COMMODITY LINE TOTAL	720,037.33
GRAND TOTAL	720,037.33

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE
INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT
PRICE.

ADDITIONAL REQUIREMENTS AND TERMS:

ACCOUNTING INFORMATION:

SFX INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT / %
01	CD63109MDPW1	99110	CDBGAR		CDBGR4		720,037.33

AUTHORIZED SIGNATURE:

Marie Milnes

DATE:

12/31/09

--- END OF DOCUMENT ---

Bid Form

PROJECT TITLE: CDBG-R Roadway Resurfacing Project

PROJECT NO: 20090178

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Unit Price	Total
1WSR	3,270.0	S.F.	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	three dollars no cents	3.00 9,810
2WSR	744.0	S.F.	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	Four dollar no cent	4.00 2,976
110-4-1-1 PR.	1,568.0	LF.	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	three dollar no cent	3.00 4,704
110-4-2A	1,180.0	S.Y.	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	Five dollar no cent	5.00 5,900
327-70	37,593.0	S.Y.	MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)]	One dollar ninety cent	1.90 71,421
331-2A	1,405.0	TON	ASPHALTIC CONCRETE (TYPE S) (1" THICK)	sixty-six dollar	66.00 92,730
337-2-1	3,398.0	TON	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	Seventy four dollar, no cent.	74.00 251,452
425-5	28.0	EA.	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	three hundred dollar, no cent	300.00 8,400
425-6	38.0	EA.	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	One hundred fifty dollar	150.00 5,700
520-2A	1,568.0	LF.	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	seventeen dollar no cent	17.00 26,656
522-1(1)	2,475.0	S.Y.	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I.) CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	twenty-eight dollar, no cent	28.00 69,300

Bid Form

PROJECT TITLE: CDBG-R Roadway Resurfacing Project

PROJECT NO: 20090178

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Unit Price	Total Amount
522-2	295.0	S.Y.	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	Fifty dollar no cent	50.00 14,750.00
527-2	472.0	S.F.	DETECTABLE WARNING ON WALKING SURFACE	seventy dollar no cent	70.00 33,040.00
706-1-12	571.0	EA.	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	Four dollar fifty cent	4.50 2,569.50
711-11-170	14.0	EA	THERMOPLASTIC (White) (Arrows)	Fifty dollar no cent	50.00 700.00
711-11-121	16,344.0	L.F.	THERMOPLASTIC (White) (Solid) (6")	Sixty cent	0.60 9,806.40
711-11-123	1,677.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	Two dollar no cent	2.00 3,354.00
711-11-125	526.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	three dollar no cent	3.00 1,578.00
711-11-221	4,678.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (6")	sixty cent	0.60 2,806.80
711-11-224	372.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (18")	Two dollar no cent	2.00 744.00
711-33A	5,660.0	L.F.	SKIP TRAFFIC STRIPE 6" White/Yellow (10' Stripe, 30' Skip)	sixty cent	0.60 3,396.00

Bid Form

PROJECT TITLE: CDBG-R Roadway Resurfacing Project

PROJECT NO: 20090176

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Total: 617,537.70

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 65-0024320
 D.C. Certificate of competency No: E-99800
 Bidder's Name: H & J Asphalt, Inc.
 Bidder's telephone Number: 305-634-3342
 Bidder's address: 4310 NW 35 Ave

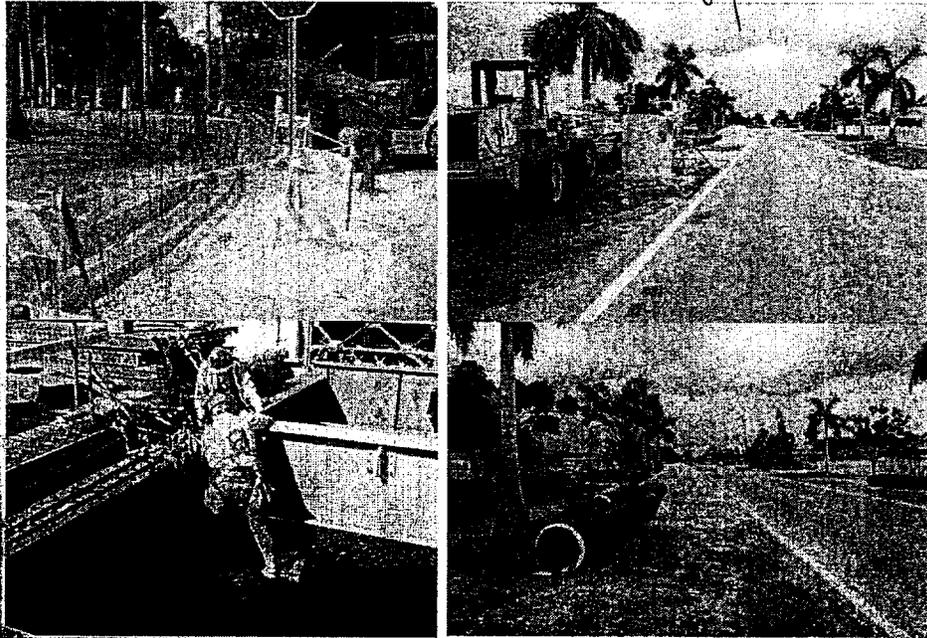
~~Base 621,799.40~~

GOOD

Bad

Base 621,799.40
 10% 62,179.94
 2% 12,435.99
 other 23,622.00
 TOTAL 720,037.33

Base 617,537.70
 10% 61,753.77
 2% 12,350.75
 other 23,622.00
 TOTAL 715,264.22



CDBG-R Roadway Resurfacing Project

Various Locations
Miami-Dade County

Specifications, Supplemental Instructions and
Conditions, Forms

Disadvantaged Business Enterprise Program:
10% DBE Contract Goal

Community Workforce Program:
Not Applicable

PWD Contracts and Specifications Engineer:
Alfredo E. Muñoz, P.E.

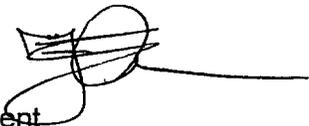
RPQ Issue Date:
June 19, 2009

Project No. 20090176
Contract No. CICC 7360-0/08, RPQ No. 20090176



Date: January 05, 2010

To: Bassam Moubayed
Division Chief, Construction
Public Works Department

From: Frank Aira, P.E., CFM 
Manager
Public Works Department

Subject: CDBG-R Roadway Resurfacing Project
Project No. 20090176
Contract No. CICC 7360-0/08
(Contractor – H & J Asphalt, Inc.)

Attached is the approved, officially executed Purchase Order (P.O.), #POPW0901612, for the referenced project. The original approved P.O. must be turned over to the contractor. You may now hold the preconstruction meeting and issue a Notice to Proceed. Please remind the contractor that the inspector General Fee dose apply to this contract and shall be deducted from all payments accordingly.

FA:/dc

Attachment

Cc: . Alvaro Castro, PWD
Clerk of the Board
Project File
Reading File

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 1

DATE: 12/30/2009
** ORIGINAL **

PO NUMBER: POPW0901612

VENDOR:

REQUESTING DEPARTMENT OR AGENCY:

H & J ASPHALT INC
4310 NW 35 AVE
MIAMI, FL 33142

PUBLIC WORKS CONSTRUCTION DIVI
111 NW 1 ST
16 FL
MIAMI, FL 33128

VENDOR ID: 650024320 01

VENDOR TEL: (305)634-3342

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO: AIDA CASTANEDA

TEL: (305)375-2144

CASH DISCOUNT:
NET

FREIGHT CARRIER:

FOB: DEST-P

FOB DESTINATION, FREIGHT PREPAID. THE SELLER PAYS AND BEARS THE FREIGHT
CHARGES.

AGENT CONTACT: WILLIAMS, GERALD
(305)375-2356

DELIVERY REQUIRED
10/15/2009

DEPT. NO.
PW1801

REQ NO.
POPW0901612

ISSUED UNDER CONTRACT NO: CICC7360-0/08
BPO ID : ABCW0300600

SHIP TO:
111 N.W. 1ST STREET SUITE 1510
MIAMI, FL 33128

BILL TO:
111 NW 1 ST 16 FLOOR
MIAMI, FL 33128

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	907-99	1.00	LS	621,799.4000	621,799.40

MISCELLANEOUS CONSTRUCTION, FEDERAL

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 2

DATE: 12/30/2009

PO NUMBER: POPW0901612

** ORIGINAL **

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
------	--------------	----------	-----	------------	-------------

COMMODITY NAME/SPECIFICATIONS

THE WORK REQUIRED FOR THIS CONTRACT SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING: CLEARING AND EXCAVATING OF SHOULDER AREAS OR BUILDUP IF REQUIRED; GRADING AND CLEANUP OF ADJACENT SHOULDERS AND REMOVAL OF ROOTS IF REQUIRED; MILL EXISTING PAVEMENT; RESURFACE ROADWAY USING TYPE S ASPHALTIC CONCRETE WITH A MINIMUM THICKNESS OF 1 INCH; WIDEN AND RESURFACE INTERSECTING STREETS, RESURFACE ASPHALTIC PATHWAYS (PEDESTRIAN, BICYCLE) ADJACENT OR NOT TO EDGE OF PAVEMENT IF NEEDED. FOR SPECIFIC JOB LOCATIONS SEE CONTRACT DOCUMENTS.

002	907-99	1.00	EA	62,179.9400	62,179.94
-----	--------	------	----	-------------	-----------

MISCELLANEOUS CONSTRUCTION, FEDERAL

THIS ITEM REFLECTS THE DEDICATED ALLOWANCE FOR CONTINGENCY EXPENDITURE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THE ALLOWANCE CANNOT BE EXCEEDED WITHOUT PRIOR FORMAL APPROVAL THROUGH A CHANGE ORDER. THE DEDICATED ALLOWANCE FOR CONTINGENCY EXPENDITURE TOTALS \$62,179.94.

003	907-99	1.00	LS	2,247.0000	2,247.00
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR MOBILIZATION, TO BE PAID TO THE CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISIONS OF THE CONTRACT. THE DEDICATED ALLOWANCE FOR MOBILIZATION TOTALS \$2,247.00.

004	907-99	1.00	LS	6,000.0000	6,000.00
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR OFF-DUTY LAW ENFORCEMENT OFFICER AS REQUIRED DURING THE COURSE OF THIS PROJECT. THIS COST IS PAID AS A DIRECT REIMBURSEMENT PER THE ACTUAL INVOICE PROVIDED BY THE LAW ENFORCEMENT AGENCY.

THE DEDICATED ALLOWANCE FOR OFF-DUTY LAW ENFORCEMENT OFFICER TOTALS \$6,000.00.

005	907-99	1.00	LS	12,435.9900	12,435.99
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MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR MAINTENANCE OF TRAFFIC, TO BE PAID TO THE

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 3

DATE: 12/30/2009
** ORIGINAL **

PO NUMBER: POPW0901612

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
------	--------------	----------	-----	------------	-------------

CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISIONS OF THE CONTRACT.
THE AMOUNT TO BE PAID FOR MAINTENANCE OF TRAFFIC SHALL NOT EXCEED
2% OF THE INVOICE AMOUNT AS NOTED IN THE CONTRACT DOCUMENTS.
THE DEDICATED ALLOWANCE FOR MAINTENANCE OF TRAFFIC TOTALS \$12,435.99.

006	907-99	1.00	LS	15,000.0000	15,000.00
-----	--------	------	----	-------------	-----------

MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR BITUMINOUS MATERIALS, TO BE PAID TO THE
CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISIONS OF THE CONTRACT.
THE DEDICATED ALLOWANCE FOR BITUMINOUS MATERIALS TOTALS \$15,000.00.

007	907-99	1.00	LS	375.0000	375.00
-----	--------	------	----	----------	--------

MISCELLANEOUS CONSTRUCTION, FEDERAL

DEDICATED ALLOWANCE FOR REIMBURSEMENT OF VARIOUS PERMIT COSTS AS
REQUIRED DURING THE COURSE OF THIS PROJECT. REIMBURSEMENTS WILL BE
PAID AS PER THE ACTUAL INVOICES ISSUED BY THE PERMITTING AGENCY.
THE DEDICATED ALLOWANCE FOR REIMBURSEMENT OF VARIOUS PERMIT COSTS
TOTALS \$375.00.

COMMODITY LINE TOTAL	720,037.33
GRAND TOTAL	720,037.33

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE
INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT
PRICE.

ADDITIONAL REQUIREMENTS AND TERMS:

ACCOUNTING INFORMATION:

SFX INDEX	SUBOBJ	USERCODE	PROJECT	PRJDTL	GRANT	GRNTDTL	AMOUNT / %
01	CD63109MDFW1	99110		CDBGAR		CDBGAR4	720,037.33

AUTHORIZED SIGNATURE:

Maie Milnes

DATE:

12/31/09

--- END OF DOCUMENT ---



Brown & Brown of Florida, Inc.

Spessard Holland Bldg. Suite 400
8000 Governors Square Blvd.
Miami Lakes, FL 33016-1588
305/364-7800 • Toll Free 800/432-8844
FAX 305/822-5687

August 5, 2009

Miami Dade County
111 SW 1st Street, Ste. 1510
Miami, FL 33128

Re: H & J Asphalt, Inc.

Bond No. 1504250

Project: Community Development Block Grant R (CDBG-R) Roadway Resurfacing Project

Project No.: 20090176 CICC 7360-0/08

To Whom It May Concern:

We hereby grant Miami-Dade County Power of Attorney to insert the date of execution on the contract Surety Bonds and Power of Attorney to the Contract and Agreement entitled, **Project: Community Development Block Grant R (CDBG-R) Roadway Resurfacing Project, Project No.: 20090176 CICC 7360-0/08, Contract Amount: \$720,037.33.**

Sincerely,

Great American Insurance Company

A handwritten signature in black ink, appearing to read "Michael Bonet".

Michael Bonet

Attorney-In-Fact & Florida Resident Agent



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 18528

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL BONET	BOTH OF	BOTH
MICHAEL A. HOLMES	MIAMI LAKES, FLORIDA	\$75,000,000.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of APRIL 2009

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 1ST day of APRIL 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and-sealed this

5th

day of

August

2009

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: GREAT AMERICAN INSURANCE COMPANY
1060 MAITLAND CENTER COMMONS BLVD., STE. 100
MAITLAND, FL 32751
866-768-5959

Bond Number: 1504250

Contractor Name: H & J ASPHALT, INC
4310 N.W. 35TH AVENUE
MIAMI, FL, 33142

Owner Name: MIAMI DADE COUNTY
111 NW 1ST STREET, STE. 1510
MIAMI, FL 33128
305-375-2930

Project Number: 20090176 – CICC 7360-0/08

Project Description: COMMUNITY DEVELOPMENT BLOCK GRANT R
(CDBG-R) ROADWAY RESURFACING PROJECT

Project Address: MIAMI DADE COUNTY, FLORIDA

Legal Description of Property: COMMUNITY DEVELOPMENT BLOCK GRANT R
(CDBG-R) ROADWAY RESURFACING PROJECT

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

Community Development Block Grant, R (CDBG-R) Roadway Resurfacing Project
RPQ No.: 20090176 CICC 7360-0/08

SURETY PERFORMANCE AND PAYMENT BOND

Bond No. 1504250

By this Bond, We H & J Asphalt, Inc., as Principal, whose principal business address is 4310 NW 25th Street, Miami, FL 33142, as Contractor under the contract dated , 20 , between Principal and Miami-Dade County for the construction of Community Development Block Grant, R (CDBG-R) Roadway Resurfacing Project Project No. 20090176 CICC 7360-0/08 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Great American Insurance Company, a corporation, whose principal business address is 1060 Maitland Center Commons Blvd., #100, Maitland, FL 32751 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Seven Hundred Twenty Thousand Thirty Seven and 33/100 (U.S. dollars) \$720,037.33, 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. Promptly makes payments to all claimants, as defined in Section 255.05(1), 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; and
3. 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 5 years after completion of the work under the Contract; and
4. 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 5 years after completion of the work under the Contract; then this bond is void; otherwise it remains in full force.

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. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

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.

Community Development Block Grant, R (CDBG-R) Roadway Resurfacing Project
RPQ No.: 20090176 CICC 7360-0/08

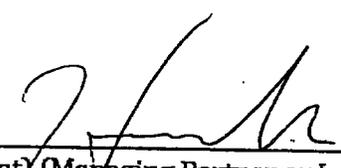
SURETY PERFORMANCE BOND (Cont'd)

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

H & J Asphalt, Inc.

(Contractor Name)

BY: 

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:



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

SURETY:

Great American Insurance Company

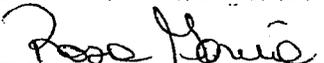
By: 

Michael Bonet

Attorney-in-Fact

BOND APPROVED AS TO
INSURANCE REQUIREMENTS

(CORPORATE SEAL)


RISK MANAGEMENTS DIVISION

DATE: 02/19/09

(Power of Attorney must be attached)

ALEX SINK
Chief Financial Officer
State of Florida

MICHAEL ANTHONY BONET

License Number A025509

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop & Casu) 05/25/1984

RESIDENT
LICENSE

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 18528

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL BONET	BOTH OF	BOTH
MICHAEL A. HOLMES	MIAMI LAKES, FLORIDA	\$75,000,000.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of APRIL 2009 .
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 1ST day of APRIL 2009 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and-sealed this _____ day of _____

QUALIFYING TRADE(S)

- 07 PAVING ENGINEERING
- 10 LAND CLEAR & GRUBBY

Herminio F. Gonzalez P.E. Secretary of the Board

www.miamidade.gov/buildingcode

VALID FOR CONTRACTING

Miami-Dade County Building Code Compliance Office
has all property rights to this card. If found please mail this card to
PO 140 W Flagler St Suite 1603 Miami FL 33130

CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E99800

H & J ASPHALTING
MIAMI-DADE
D.B.A.

Lorenzo Jorge

LORENZO JORGE

is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2011



MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT
140 N.W. 1st STREET SUITE 1610
MIAMI, FL 33130 (305) 378-2705

CONTRACTOR
TRADE:
ENGINEERING

BUSINESS
CERTIFICATE OF COMPETENCY
EXPIRES ON 09/30/2011
H & J ASPHALT INC.

PAVING ENGINEERING
LAND CLEAR & GRUBBY

PLACE
PHOTO
HERE

C.C. NO.: E99800
D.A.: LORENZO JORGE
S.S. NO.: 261-65-9013

HERMINIO GONZALEZ, P.E.



Public Works
111 NW 1st Street • Suite 1510
Miami, Florida 33128-1970
T 305-375-2930 F 305-375-2931

miamidade.gov

Carlos Alvarez, Mayor

August 3, 2009

CERTIFIED MAIL No.

7006 3450 0003 9194 3165

FACSIMILE; TELEPHONE No.

305-634-3313; 305-634-3342

Mr. Humberto Lorenzo
H & J Asphalt, Inc.
4310 NW 35th Avenue
Miami, Florida 33142

Re: **Recommendation for Award**
Request for Price Quotation (RPQ) No. 20090176 - CICC 7360-0/08
Community Development Block Grant, R (CDBG-R) Roadway Resurfacing Project

Dear Mr. Lorenzo:

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Wednesday, July 22, 2009. The total RPQ amount is for seven hundred twenty thousand thirty-seven dollars and thirty-three cents (\$720,037.33). This includes a base contract amount of six hundred twenty-one thousand seven hundred ninety-nine dollars and forty cents (\$621,799.40), a contingency amount of sixty-two thousand one hundred seventy-nine dollars and ninety-four cents (\$62,179.94), and dedicated allowances totaling thirty-six thousand fifty-seven dollars and ninety-nine cents (\$36,057.99). The contract duration is established as **270-calendar days**. However, the award is contingent upon the submission of the required items listed below:

- 1 Performance and Payment Bond as required in Contract No. CICC 7360-0/08, Section 2.0 Special Conditions, Page 16, Article 2.11, **PERFORMANCE AND PAYMENT BOND**. (The **original attached documents** must be used and three (3) copies must be provided).
- 2 Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
- 3 Copies of current insurance certificates.
- 4 Copies of required license(s).

The preceding documents are required as outlined within Contract CICC-7360-0/08 and to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded. Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work.

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____ 20 ____, between Principal and Miami-Dade County for the construction of _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$ _____, 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. Promptly makes payments to all claimants, as defined in Section 255.05(1), 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; and
3. 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 5 years after completion of the work under the Contract; and
4. 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 5 years after completion of the work under the Contract; then this bond is void; otherwise it remains in full force.

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. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

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.



Public Works
111 NW 1st Street • Suite 1510
Miami, Florida 33128-1970
T 305-375-2930 F 305-375-2931

miamidade.gov

Carlos Alvarez, Mayor

August 3, 2009

CERTIFIED MAIL No.
7006 3450 0003 9194 3233

FACSIMILE; TELEPHONE No.
305-820-0905; 305-828-2050

Mr. Jose M. Sanchez
Horizon Contractors, Inc.

Re: Recommendation of Award
Request for Price Quotation (RPQ) No. 20090176 - CICC 7360-0/08
Community Development Block Grant - R (CDBG-R) Roadway Resurfacing Project

Dear Mr. Sanchez:

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, relating to bid protest, you are hereby notified that the County Manager has executed the tentative award of this contract to the lowest responsive bidder(s):

H & J Asphalt, Inc.
4310 N.W. 35th Avenue
Miami, Florida 33142

This award will become final ten (10) working days from the date of this notice, or the filing date of the County Manager's tentative award with the Clerk of the Board, whichever is the latest date. The successful bidder will receive notice of final bid award.

Should you have additional questions, please contact me at (305) 375-2930.

We want to thank you for your interest and bid on this project.

Sincerely,

Frank Aira, P.E., CFM
Manager, Public Works Department

FA:lc

C. Clerk of the Board
Project File
Reading File



Carlos Alvarez, Mayor

Public Works
111 NW 1st Street • Suite 1510
Miami, Florida 33128-1970
T 305-375-2930 F 305-375-2931

miamidade.gov

August 3, 2009

CERTIFIED MAIL No.

7006 3450 0003 9194 3226

FACSIMILE; TELEPHONE No.

305-592-6079; 305-261-3005

Mr. Raul Gonzalez
H & R Paving, Inc.

Recommendation of Award
Request for Price Quotation (RPQ) No. 20090176 - CICC 7360-0/08
Community Development Block Grant - R (CDBG-R) Roadway Resurfacing Project

Dear Mr. Gonzalez:

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, relating to bid protest, you are hereby notified that the County Manager has executed the tentative award of this contract to the lowest responsive bidder(s):

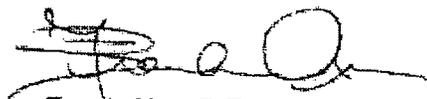
H & J Asphalt, Inc.
4310 N.W. 35th Avenue
Miami, Florida 33142

This award will become final ten (10) working days from the date of this notice, or the filing date of the County Manager's tentative award with the Clerk of the Board, whichever is the latest date. The successful bidder will receive notice of final bid award.

Should you have additional questions, please contact me at (305) 375-2930

We want to thank you for your interest and bid on this project.

Sincerely,



Frank Aira, P.E., CFM
Manager, Public Works Department

FA:lc

C: Clerk of the Board
Project File
Reading File



Carlos Alvarez, Mayor

Public Works
111 NW 1st Street • Suite 1510
Miami, Florida 33128-1970
T 305-375-2930 F 305-375-2931

miamidade.gov

August 3, 2009

CERTIFIED MAIL No.

7006 3450 0003 9194 3189

FACSIMILE; TELEPHONE No.

305-882-1966; 305-882-1950

Mr. Alan Rodriguez
Williams Paving Co., Inc.

Re Recommendation of Award
Request for Price Quotation (RPQ) No. 20090176 - CICC 7360-0/08
Community Development Block Grant - R (CDBG-R) Roadway Resurfacing Project

Dear Mr. Rodriguez:

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, relating to bid protest, you are hereby notified that the County Manager has executed the tentative award of this contract to the lowest responsive bidder(s):

H & J Asphalt, Inc.
4310 N.W. 35th Avenue
Miami, Florida 33142

This award will become final ten (10) working days from the date of this notice, or the filing date of the County Manager's tentative award with the Clerk of the Board, whichever is the latest date. The successful bidder will receive notice of final bid award.

Should you have additional questions, please contact me at (305) 375-2930

We want to thank you for your interest and bid on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Aira".

Frank Aira, P.E., CFM
Manager, Public Works Department

FA:lc

C: Clerk of the Board
Project File
Reading File



Public Works
111 NW 1st Street • Suite 1510
Miami, Florida 33128-1970
T 305-375-2930 F 305-375-2931

miamidade.gov

Carlos Alvarez, Mayor

August 3, 2009

CERTIFIED MAIL No.
7006 3450 0003 9194 3196

FACSIMILE; TELEPHONE No.
305-752-7728; 305-752-7742

Mr. Robert Delgado
Rock Power Paving

Re: Recommendation of Award
Request for Price Quotation (RPQ) No. 20090176 - CICC 7360-0/08
Community Development Block Grant - R (CDBG-R) Roadway Resurfacing Project

Dear Mr. Delgado:

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, relating to bid protest, you are hereby notified that the County Manager has executed the tentative award of this contract to the lowest responsive bidder(s):

**H & J Asphalt, Inc.
4310 N.W. 35th Avenue
Miami, Florida 33142**

This award will become final ten (10) working days from the date of this notice, or the filing date of the County Manager's tentative award with the Clerk of the Board, whichever is the latest date. The successful bidder will receive notice of final bid award.

Should you have additional questions, please contact me at (305) 375-2930.

We want to thank you for your interest and bid on this project.

Sincerely,

Frank Aira, P.E., CFM
Manager, Public Works Department

FA:lc

C: Clerk of the Board
Project File
Reading File

BID SUMMARY SHEET

CONTRACT NO. CICC-7360-0/08

RPQ NO.: 20090176

PWD CSS ENG: Alfredo Munoz

BID VALIDITY: 120 180
(Select One)

BID SUBMITTAL DUE DATE: July 22, 2009

BID OPENING DATE: July 22, 2009

PROJECT NAME: CDBG-R Roadway Resurfacing Project

COST ESTIMATE: \$1,331,771.29

DBE CONTRACT MEASURE: 10%

ADDENDUM (No. issued): 1

REQUEST FOR INFORMATION (No. issued): 0

BIDDERS Firm Telephone No.	Apparent Low Bidder Position	CSBE SCHEDULE OF INTENT (✓)	PROFFERED BID (US MONIES)	Remarks
Weekley Asphalt Paving, Inc. 954-680-8005			No Bid.	
Williams Paving Co. 305-882-1950		8	904,733.80	ec

BID TABULATION KEFUKI
July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: H&J ASPHALT, INC.
 Address: 4310 NW 35 AVE
 City/ST/Zip: MIAMI, FL 33142

Item No	Description	Unit	Quantity	9,810.00	9,810.00	9,810.00
1WSR	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	3,270.0	3.00	2,976.00	2,976.00
2WSR	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	744.0	4.00	2,976.00	2,976.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,568.0	3.00	4,704.00	4,704.00
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	S.Y.	1,180.0	5.00	5,900.00	5,900.00
327-70	MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)]	S.Y.	37,593.0	1.90	71,421.00	71,421.00
331-2A	ASPHALTIC CONCRETE (TYPE S) (1" THICK)	TON	1,405.0	66.00	92,730.00	92,730.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	3,398.0	74.00	251,452.00	251,452.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	28.0	300.00	8,400.00	8,400.00
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	38.0	150.00	1,444.00	5,700.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	1,568.0	17.00	26,656.00	26,656.00

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: METRO EXPRESS, INC.

Address: 8095 W 21 LANE

City/ST/Zip: HIALEAH, FL 33016

Item No	Description	Unit	Quantity	Unit Price	Total Price
1WSR	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	3,270.0	2.50	8,175.00
2WSR	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	744.0	3.00	2,232.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,568.0	2.00	3,136.00
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	S.Y.	1,180.0	4.50	5,310.00
327-70	MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)]	S.Y.	37,593.0	1.60	60,148.80
331-2A	ASPHALTIC CONCRETE (TYPE S) (1" Thick)	TON	1,405.0	90.00	126,450.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	3,398.0	90.00	305,820.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	28.0	100.00	2,800.00
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	38.0	50.00	1,900.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	1,568.0	12.00	18,816.00

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: HORIZON CONTRACTORS, INC.

Address: 8175 W 32 AVENUE

#1

City/ST/Zip: HIALEAH/FLORIDA/33018

Item No	Description	Unit	Quantity	Unit Price	Total Price
1WSR	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	3,270.0	3.50	11,445.00
2WSR	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	744.0	5.50	4,092.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,568.0	5.00	7,840.00
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	S.Y.	1,180.0	11.00	12,980.00
327-70	MILLING EXISTING PAVEMENT [(1")/Payment for greater cuts will be paid proportionally]	S.Y.	37,593.0	0.75	28,194.75
331-2A	ASPHALTIC CONCRETE (TYPE S) (1" THICK)	TON	1,405.0	115.00	161,575.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	3,398.0	118.00	400,964.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	28.0	300.00	8,400.00
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	38.0	150.00	5,700.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	1,568.0	15.00	23,520.00

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: ROCK POWER PAVING, INC.,

Address: 13831 SW 59 STREET

SUITE 204

City/ST/Zip: MIAMI, FL 33183

Item No	Description	Unit	Quantity	Unit	Quantity	Unit	Quantity
1WSR	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	3,270.0	2.00	6,540.00	6,540.00	6,540.00
2WSR	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted ilmerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	744.0	3.00	2,232.00	2,232.00	2,232.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,568.0	2.50	3,920.00	3,920.00	3,920.00
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	S.Y.	1,180.0	2.00	2,360.00	2,360.00	2,360.00
327-70	MILLING EXISTING PAVEMENT [(")Payment for greater cuts will be paid proportionally]]	S.Y.	37,593.0	1.70	63,908.10	63,908.10	63,908.10
331-2A	ASPHALTIC CONCRETE (TYPE S) (1" THICK)	TON	1,405.0	105.00	147,525.00	147,525.00	147,525.00
337-2-1	ASPHALTIC CONCRETE FRICTION FC-3 (1" Thick)	TON	3,398.0	140.00	475,720.00	475,720.00	475,720.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	28.0	315.00	8,820.00	8,820.00	8,820.00
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	38.0	263.00	9,994.00	9,994.00	9,994.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	1,568.0	15.00	23,520.00	23,520.00	23,520.00

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project Project No: 20090176
 Bid Open Date: 07/22/2009

Name: H&J ASPHALT, INC.
 Address: 4310 NW 35 AVE
 City/ST/Zip: MIAMI, FL 33142

Item No	Description	Unit	Quantity	69,300.00	14,750.00	33,040.00	2,569.50	9,806.40	3,354.00	1,578.00	700.00	2,806.80	744.00	3,396.00	62,179.94	2,247.00	6,000.00	12,435.99	15,000.00	375.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	28.00	69,300.00																
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	50.00	14,750.00																
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	70.00	33,040.00																
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	4.50	2,569.50																
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	0.60	9,806.40																
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	2.00	3,354.00																
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	3.00	1,578.00																
711-11-170	THERMOPLASTIC (White) (Arrows)	EA	14.0	700.00																
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	0.60	2,806.80																
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	2.00	744.00																
711-33A	SKIP TRAFFIC STRIPE 6" White/Yellow (10' Stripe, 30' Skip)	L.F.	0.60	3,396.00																
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	61,753.77																
101-1	MOBILIZATION	W.O.	3.0	2,247.00																
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	6,000.00																
102-1Q	MAINTENANCE OF TRAFFIC (including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	12,435.99																
300-1-999	BITUMINOUS MATERIAL ADJUSTMENT	L.S.	1.0	15,000.00																
990	ALLOWANCE-PERMITS	L.S.	1.0	375.00																

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: METRO EXPRESS, INC.

Address: 8095 W 21 LANE

City/ST/Zip: HIALEAH, FL 33016

Item No	Description	Unit	Quantity	66,825.00	10,620.00	23,600.00	2,855.00	14,709.60	2,012.40	1,578.00	840.00	4,210.20	930.00	5,094.00	66,806.20	2,247.00	6,000.00	13,361.24	15,000.00	375.00
522-1(1)	CONCRETE SIDEWALK 14" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	2,475.0	66,825.00																
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	295.0	10,620.00																
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	472.0	23,600.00																
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	571.0	2,855.00																
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	16,344.0	14,709.60																
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	1,677.0	2,012.40																
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	526.0	1,578.00																
711-11-170	THERMOPLASTIC (White) (Arrows)	EA	14.0	840.00																
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	4,678.0	4,210.20																
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	372.0	930.00																
711-33A	SKIP TRAFFIC STRIPE 6" White/Yellow (10' Stripe, 30' Skip)	L.F.	5,660.0	5,094.00																
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	66,806.20																
101-1	MOBILIZATION	W.O.	3.0	749.00																
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	6,000.00																
102-1Q	MAINTENANCE OF TRAFFIC (including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	13,361.24																
300-1-999	BITUMINOUS MATERIAL ADJUSTMENT	L.S.	1.0	15,000.00																
990	ALLOWANCE-PERMITS	L.S.	1.0	375.00																

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176
 Bid Open Date: 07/22/2009

Name: HORIZON CONTRACTORS, INC.
 Address: 8175 W 32 AVENUE
 City/ST/Zip: HIALEAH/FLORIDA/33018

#1

Item No	Description	Unit	Quantity	25.00	61,875.00	61,875.00	25.00	61,875.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	2,475.0					61,875.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	295.0	38.00	11,210.00	11,210.00	38.00	11,210.00
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	472.0	45.00	21,240.00	21,240.00	45.00	21,240.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	571.0	4.00	2,284.00	2,284.00	4.00	2,284.00
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	16,344.0	0.70	11,440.80	11,440.80	0.70	11,440.80
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	1,677.0	1.65	2,767.05	2,767.05	1.65	2,767.05
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	526.0	3.25	1,709.50	1,709.50	3.25	1,709.50
711-11-170	THERMOPLASTIC (White) (Arrows)	EA	14.0	68.00	952.00	952.00	68.00	952.00
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	4,678.0	0.70	3,274.60	3,274.60	0.70	3,274.60
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	372.0	2.50	930.00	930.00	2.50	930.00
711-33A	SKIP TRAFFIC STRIPE 6" White/Yellow (10' Strips, 30' Skip)	L.F.	5,660.0	0.75	4,245.00	4,245.00	0.75	4,245.00
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	78,663.87	78,663.87	78,663.87	78,663.87	78,663.87
101-1	MOBILIZATION	W.O.	3.0	749.00	2,247.00	2,247.00	749.00	2,247.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
102-1Q	MAINTENANCE OF TRAFFIC (including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	15,732.77	15,732.77	15,732.77	15,732.77	15,732.77
300-1-999	BITUMINOUS MATERIAL ADJUSTMENT	L.S.	1.0	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
990	ALLOWANCE-PERMITS	L.S.	1.0	375.00	375.00	375.00	375.00	375.00

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: ROCK POWER PAVING, INC.,

Address: 13831 SW 59 STREET

SUITE 204

City/ST/Zip: MIAMI, FL 33183

Item No	Description	Unit	Quantity	74,250.00	11,505.00	25,960.00	2,997.75	11,440.80	3,354.00	2,104.00	1,680.00	3,274.60	1,450.80	3,396.00	88,595.21	2,247.00	6,000.00	17,719.04	15,000.00	375.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	2,475.0	30.00	74,250.00															
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	295.0	39.00	11,505.00															
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	472.0	55.00	25,960.00															
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	571.0	5.25	2,997.75															
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	16,344.0	0.70	11,440.80															
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	1,677.0	2.00	3,354.00															
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	526.0	4.00	2,104.00															
711-11-170	THERMOPLASTIC (White) (Arrows)	EA	14.0	120.00	1,680.00															
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	4,678.0	0.70	3,274.60															
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	372.0	3.90	1,450.80															
711-33A	SKIP TRAFFIC STRIPE 6" White/Yellow (10' Stripe, 30' Skip)	L.F.	5,660.0	0.60	3,396.00															
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	88,595.21	88,595.21															
101-1	MOBILIZATION	W.O.	3.0	749.00	2,247.00															
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	6,000.00	6,000.00															
102-1Q	MAINTENANCE OF TRAFFIC (including traffic cones, temporary signs, flag men, etc.) This line item price shall be set at 2% of the subtotal amount listed above.	L.S.	1.0	17,719.04	17,719.04															
300-1-999	BITUMINOUS MATERIAL ADJUSTMENT	L.S.	1.0	15,000.00	15,000.00															
990	ALLOWANCE-PERMITS	L.S.	1.0	375.00	375.00															

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: H&J ASPHALT, INC.

Address: 4310 NW 35 AVE

City/ST/Zip: MIAMI, FL 33142

Item No	Description	Unit	Quantity	
	System Calculated Total:			\$715,264.22
	Contractor's Bid Items Total:			\$715,264.22
	Submitted Total From Contractor:			\$715,264.22

BID TABULATION REPORT
July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: METRO EXPRESS, INC.

Address: 8095 W 21 LANE

City/ST/Zip: HIALEAH, FL 33016

Item No	Description	Unit	Quantity	
				\$771,627.44
				\$771,627.44
				\$771,627.44

System Calculated Total:

Contractor's Bid Items Total:

Submitted Total From Contractor:

BID TABULATION REPORT
July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: HORIZON CONTRACTORS, INC.

Address: 8175 W 32 AVENUE

#1

City/ST/Zip: HIALEAH/FLORIDA/33018

Item No	Description	Unit	Quantity	
	System Calculated Total:			\$904,657.34
	Contractor's Bid Items Total:			\$904,657.34
	Submitted Total From Contractor:			\$904,657.34

BID TABULATION REPORT

July 28, 2009 2:3 PM

Project Name: CDBG-R Roadway Resurfacing Project

Project No: 20090176

Bid Open Date: 07/22/2009

Name: ROCK POWER PAVING, INC.,

Address: 13831 SW 59 STREET

City/ST/Zip: MIAMI, FL 33183

SUITE 204

Item No Description

Unit Quantity

System Calculated Total: \$1,015,888.30

Contractor's Bid Items Total: \$1,015,888.30

Submitted Total From Contractor: \$1,015,888.30

Construction Trades Qualifying Board

Engineering Section

Request for Contractor Information

Date: 7/23/2009
Contractor Name: Hand I asphalt, INC
License No.: E-99800
Project No.: 20090176

Requested by: Alfredo E. Muñoz. Phone: 305-375-4891

Processed by: Patsy Hernandez

For Office Use Only:

- Attached Computer Print Out
- License Current
- Insurance Current

Construction Trades Qualifying Board

Engineering Section

Request for Contractor Information

Date: 7/23/2009

Contractor Name: GENERAL ASPHALT CO. INC.

License No.: E-702

Project No.: 20090176

Requested by: Alfredo E. Muñoz. Phone: 305-375-4891

Processed by: Patricia Hernandez

For Office Use Only:

- Attached Computer Print Out
- License Current
- Insurance Current

Construction Trades Qualifying Board

Engineering Section

Request for Contractor Information

Date: 7/23/2009

Contractor Name: METRO EXPRESS INC.

License No: E-201301

Project No.: 20090176

Requested by: Alfredo E. Muñoz. Phone: 305-375-4891

Processed by: Rafael Hernandez

For Office Use Only:

- Attached Computer Print Out
- License Current
- Insurance Current

Construction Trades Qualifying Board

Engineering Section

Request for Contractor Information

Date: 7/23/2009
Contractor Name: Hand R Paving Inc.
License No: E-899
Project No.: 20090176

Requested by: Alfredo E. Muñoz. Phone: 305-375-4891

Processed by: Patry Hernandez

For Office Use Only:

- Attached Computer Print Out
- License Current
- Insurance Current

Construction Trades Qualifying Board

Engineering Section

Request for Contractor Information

Date: 7/23/2009

Contractor Name: Community Asphalt. Corp.

License No.: E-396

Project No.: 20090176

Requested by: Alfredo E. Muñoz. Phone: 305-375-4891

Processed by: [Signature]

For Office Use Only:

- Attached Computer Print Out
- License Current
- Insurance Current

Construction Trades Qualifying Board

Engineering Section

Request for Contractor Information

Date: 7/23/2009
Contractor Name: HORIZON CONTRACTOR
License No: E-874
Project No.: 20090176

Requested by: Alfredo E. Muñoz. Phone: 305-375-4891

Processed by: Patsy Hernandez

For Office Use Only:

- Attached Computer Print Out
- License Current
- Insurance Current

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090176

RPQ Project Name: CDBG-R Roadway Resurfacing Project

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

\$617,537.70

Bidder's Company Name: H & J Asphalt, Inc.

Company Address: 4310 N.W. 35 Ave
Miami, FL 33142

City: _____ State: _____ Zip: _____

Telephone No: 305-634-3342

Fax No: 305-634-3313

E-Mail: hjasph@belleairh.net

Name of Person Submitting Quote (Print): Humberto Lorenzo, Jr.

Number of Addendums received: 1 (if none' write "None")

Signature:

Date: 7/21/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

SURETY BID BOND (Cont'd)

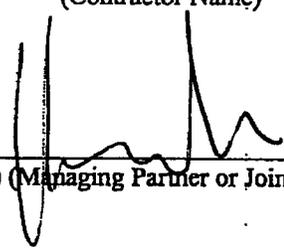
IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 22nd day of July, 2009

CONTRACTOR

H & J Asphalt, Inc.

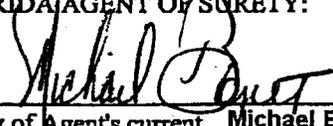
(Contractor Name)

BY:


(President) (Managing Partner or Joint Venturer)

(SEAL)

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**


Michael Bonet
(Copy of Agent's current Identification Card as issued by

State of Florida Insurance Commissioner must be attached) By:

SURETY:

Great American Insurance Company


Michael Bonet

Attorney-in-Fact
and Florida Resident Agent

(CORPORATE SEAL)

(Power of Attorney must be attached)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 18528

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL BONET	BOTH OF	BOTH
MICHAEL A. HOLMÉS	MIAMI LAKES, FLORIDA	\$75,000,000.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of APRIL, 2009.

Attest
GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 1ST day of APRIL, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of July, 2009

Bid Form

PROJECT TITLE: CDBG-R Roadway Resurfacing Project

PROJECT NO: 20090176

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item Number	Quantity	Unit	Description	Written Unit Amount	Price	Amount
522-2	295.0	S.Y.	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	Fifty dollar No cent	50. ⁰⁰	14,750. ⁰⁰
527-2	472.0	S.F.	DETECTABLE WARNING ON WALKING SURFACE	Seventy dollar no cent	70. ⁰⁰	33,040. ⁰⁰
706-1-12	571.0	EA.	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	Four dollar fifty cent	4.50	2,569. ⁵⁰
711-11-170	14.0	EA	THERMOPLASTIC (White) (Arrows)	Fifty dollar no cent	50. ⁰⁰	700.-
711-11-121	16,344.0	L.F.	THERMOPLASTIC (White) (Solid) (6")	Sixty cent	0.60	9,806. ⁴⁰
711-11-123	1,677.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	Two dollar no cent	2. ⁰⁰	3,354
711-11-125	526.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	three dollar no cent	3. ⁰⁰	1,578
711-11-221	4,678.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (6")	sixty cent	0.60	2,806. ⁸⁰
711-11-224	372.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (18")	Two dollar no cent	2. ⁰⁰	744-
711-33A	5,660.0	L.F.	SKIP TRAFFIC STRIPE 6" White/Yellow (10' Stripe, 30' Skip)	sixty cent	0.60	3,396

Bid Form

PROJECT TITLE: CDBG-R Roadway Resurfacing Project

PROJECT NO: 2C090176

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED SEVENTY (270) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

N/A

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

13. Through what personnel or affiliations do you propose to provide knowledge of local design and construction problems and methods?

As established

14. a) The undersigned has attached a detailed financial statement and furnish any other information that may be required by Miami-Dade Office of Community and Economic Development?

JA
(initials)

b) The Bidder promises to defend, indemnify and hold harmless the _____ (agency name) and Miami-Dade County with regard to any disclosures or information received, whether at trial, in arbitration or on appeal.

JA
(initials)

15. The Bidder authorizes any person, firm corporation, organization or governmental unit to act on a copy of the submitted financial statement.

JA
(initials)

17. The undersigned hereby authorizes and requests any person, firm, corporation, or governmental unit, to furnish any information requested by the _____ (name of agency) in verification of the recitals comprising this statement of bidder's experience

JA
(initials)

SUBSCRIBED AND SWORN TO (or affirmed) before me on 7/22/09
Date

By Humberto Lopez He/She is personally known to me or has presented
(Affiant)

as identification.

(Type of Identification)

Maria Alejandra Gomez
(Signature of Notary)

DD712761
(Serial Number)

(Print or Stamp Name of Notary)

Nov. 4/2011
(Expiration Date)

Notary Public

FLORIDA
(State)

Notary Seal



Maria Alejandra Gomez
COMMISSION # DD712761
EXPIRES: NOV. 04, 2011
WWW.AARONNOTARY.com

**CERTIFICATION OF COMPLIANCE WITH PART 60-2
AFFIRMATIVE ACTION PROGRAMS**

The bidder represents that he has () has not (), participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246; that he has () has not (✓) developed a written affirmative action compliance program for each of his establishments; that he has () has not (), filed with the Joint Reporting Committee, the Office of Federal Contract Compliance Programs (OFCCP) or the Equal Employment Opportunity Commission (EEOC) all reports due under the applicable filing requirements; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to contract and/or subcontract award.

NOTE

The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001

Humberto Lorenzo Jr

Name

President

Title

[Signature]

Signature

7-21-09

Date

Address (Including Zip Code)

H & J Asphalt, Inc.

4310 N.W. 35 Ave

Miami, FL 33142

E. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

This certification applies to those contractors who apply for award of bid of \$100,000 or more:

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

F. **FULL DISCLOSURE BY THE CONTRACTOR/BIDDER REGARDING WHETHER IT ANTICIPATES BEING OR IS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT, STATE OF FLORIDA, OR MIAMI-DADE COUNTY AT TIME OF AWARD.**

This certification applies to a contract or subcontract in excess of \$25,000

(a) By submission of an offer, the bidder certifies that it has provided full disclosure in writing to _____ (name of implementing agency) whether as of the anticipated time of award of any contract resulting from this solicitation; it anticipates that it or its principals will be debarred, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

(b) By commencing performance of the Contract work, the selected contractor certifies that it has made full disclosure in writing to _____ (name of implementing agency) as to whether as of the time of award it or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

G. **NONDISCRIMINATION CLAUSE**

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under Section 109, Housing and Community Development Act of 1974.

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE**
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees, as defined at 28 CFR part 67 Sections 67.615 and 67.620-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135

APPLICANT: ASPHALT, JON

SIGNATURE: [Handwritten Signature]

ADDRESS: 4310 NW 35 Ave
MIAMI, FL 33142

DATE: 7-21-09

When a bidding procedure is used to let the contract, the invitation or solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Applicant, recipient and contractors should insert plan for utilization of project area business in the bid documents. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job just show in their bid what they will do to implement Section 3. They must in this bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidder's responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES AND EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.


Initials

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.
2. The Bidder estimate that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semiskilled, unskilled, labor, and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least _____ percent (%) from the Section 3 Covered Area (Dade County, Florida).
4. The Bidder estimates that 100 percent (%) of those materials purchased for use on this project will be from business located in the Section 3 Covered Area (Dade County, Florida)

I, Humberto Lorenzo, Jr (please print), as an authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended, and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, it becomes subject to monitoring for compliance with this plan by Miami-Dade County Office of Community and Economic Development.



Authorized Signature

President

Title

H.R.T Asphalt, Inc.

Company

65-0024320

Employer (IRS) ID#

7-21-09

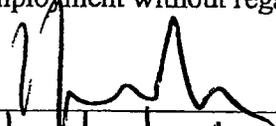
Date

may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transactions in addition, to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not limited to, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting for the provisions of the nondiscrimination clause. The contractor shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

By: 
Print: Humberto Lorenzo, Jr.
Title: President
Date: 7-21-09

Business Address: _____

H & J Asphalt, Inc.
4310 N.W. 33 Ave
Miami, FL 33142


Initials

Equal Opportunity for
Special Disabled Veterans
and Veterans of the
Vietnam Era

- 5) The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam and the Virgin Islands.
- 6) As used in this clause:
 - i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part time employment.
 - ii. Executive and top management means any employee: (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and (b) who customarily and regularly directs the work of two or more other employees therein; and (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and (d) who customarily and regularly exercises discretionary powers; and (e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6. ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistance Secretary for Federal Contract Compliance Programs, Director, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans or veterans of the Vietnam era. The contractor must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

**EQUAL OPPORTUNITY
FOR WORKERS WITH DISABILITIES**

- 1) The contractor will not discriminate against any employee or applicant for employment because he or she is a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistance Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are informed of the contents of the notice (e.g., the contractor may have

consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the statement preceding subparagraph (1) and the provisions of subparagraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 20 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the United States.


Initials

area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11240, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained in training programs approved by U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment.


Initials

specific attention to minority or female individual working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under (7) b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having

Initials

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTORS SUBJECT TO EXECUTIVE ORDER 11246**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal employment opportunity clauses:

During the performance of this contract, the contractor agrees as follows:

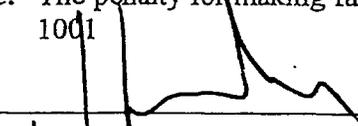
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin; such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employee and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement to other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules regulations, and relevant orders of the Secretary of Labor.

CERTIFICATION OF NONSEGREGATED FACILITIES

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of an offer, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishment, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause of the contract.
3. By submission of the bid, the bidder, further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - a. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - b. Retain such certifications in its files; and
 - c. Forward this certification and the attached **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES** to proposed subcontractors.
 - d. By commencing performance of the Contract work, the selected contractor certifies to the Nonsegregated Facilities provisions above.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C.

1001

By: 
Print: Humberto Lorenzo, Jr.
Title: President
Date: 7-21-09

Business Address: **H & J Asphalt, Inc.**
4310 N.W. 35 Ave
Miami, FL 33142

**NOTICE OF REQUIREMENT
CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER (E.O.) 11738
AND EPA REGULATIONS PROVISION**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

1. Any facility to be utilized in the performance of this proposed contract has (), has not () been listed on the Environmental Protection Agency List of Violating Facilities;
2. The contractor or any of its subcontractors agree to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. The contractor or any of its subcontractors agree that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency (EPA) indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities; and
4. The Contractor or any of its subcontractors agree that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt sub-contract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

H & J Asphalt, Inc.
Name of Bidder
[Signature]
Authorized Signature
7-21-09
Date

Official Address (including Zip Code)

H & J Asphalt, Inc.
4310 N.W. 35 Ave
Miami, FL 33142

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

1. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

H & J Asphalt, Inc.
Name of Bidder

[Signature]
Signature

7-21-09
Date

H & J Asphalt, Inc.
Official Address (including Zip Code)

H & J Asphalt, Inc.

4310 N.W. 35 Ave

Miami, FL 33142

provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

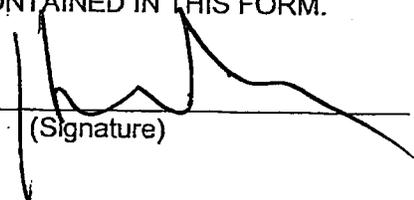
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

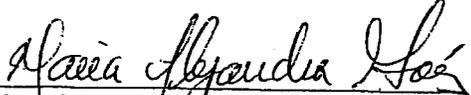
Sworn to and subscribed before me this 21st day of July, 2007.

Personally known HUMBERTO LOAIZA

Or produced identification _____ Notary Public-State of FLA

My commission expires Nov 4/2011

(Type of identification)


(Printed, typed or stamped commissioned name of notary public)

 Maria Alejandra Gomez
COMMISSION # DD712761
EXPIRES: NOV. 04, 2011
WWW.AARONNOTARY.com



Miami-Dade County
 Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, 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. : 20090176 Federal Employer Identification Number (FEIN): 65-0024320
 Contract Title: CD BG - R Roadway Resurfacing project

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 Section 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 (g) 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 Section 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 Section 2-8.9 of the County Code
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-6U 11A-67 of the County Code

Humberto Lorenzo, Jr Printed Name of Affiant
President Printed Title of Affiant
[Signature] Signature of Affiant
H & J Asphalt, Inc. Name of Firm
4310 N.W. 35 Ave Address of Firm
Miami, FL 33142 State Zip Code
 Date

Notary Public Information

Notary Public - State of Florida County of Miami-Dade
 Subscribed and sworn to (or affirmed) before me this 21st day of July 20 09
 by Humberto Lorenzo He or she is personally known to me or has produced identification

Type of Identification produced
[Signature] Signature of Notary Public
DD712761 Serial Number
Nov. 4/2011 Expiration Date
[Stamp] Print or Stamp of Notary Public
Notary Public Seal



DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 8.1% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's anticipated DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

NOTE: Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBEs.

If you have any questions regarding this information, please contact the Equal Opportunity Office at (850) 414-4747.

DBE Reporting

~~If you are the prime contractor on a project, complete the attached Anticipated DBE Participation Statement and submit the information at the pre-construction or pre-work conference for all federal and state funded projects. This will not become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to all subcontractors through the web-based Equal Opportunity Reporting System (EORS), BizWeb.~~

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions concerning the completion or submission of this information, contact the FDOT EOO at (850) 414-4747.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBEs and non-DBEs.

A form is included to record bidders' information for ALL subcontractors or sub-consultants who quoted to you for specific projects for this letting.

If a contractor quoted to you for more than one project you only need list that contractor once. If you have submitted a bidder's list to the Department previously, you need only list new companies who have quoted to you or requested to be on specific projects. If you do not know the answers to numbers 2, 3, 4, or 5 you may leave them blank and the Department will complete them. This information should be returned with your bid package or proposal package or submitted to the Equal Opportunity Office within three days of your submission. It can be mailed or faxed.

Please reply to: Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450
(850) 414-4747
(850) 414-4879

Equal Opportunity Reporting System Information

To comply with changes in the Disadvantaged Business Enterprise (DBE) Program, the Department is collecting both actual payments made to subcontractors and sub-consultants, and DBE commitment amounts. Actual payments will be collected through the web-based Equal Opportunity Reporting System (EORS) and commitments will be collected through the Anticipated DBE Participation Statements.

It is extremely important that you continue to submit the Anticipated DBE Participation Statement at the pre-construction conference for all federal and state funded projects. This primary information is used by the State and Federal Government to evaluate our performance in the DBE Program.

In addition, for federal and state funded projects, you must also report actual payments in the Equal Opportunity Reporting System. Revisions were made to the specifications beginning with the October 2000 letting that states in section 9-6.7:

The Contractor is required to report monthly, through the Department's Equal Opportunity Reporting System on the Internet at www.dot.state.fl.us, actual payments, retainage, minority status, and the work type of all subcontractors and suppliers.

~~Since the specifications were revised, we have made some additional modifications to ease the burden on the contractor. We will pursue making the permanent modifications to the specifications. In the interim, each month you must report actual payments to all DBE subcontractors, sub-consultants and suppliers. Payments to all non-DBE subcontractors and sub-consultants will need to be reported either monthly or at the end of the project. Payments to non-DBE suppliers need not be reported at all. This information can be submitted in hard copy form, if necessary.~~

Instructions for accessing the EORS are included. If you have any questions, please contact the Equal Opportunity Office at (850) 414-4747.

INSTRUCTIONS FOR ACCESSING THE EQUAL OPPORTUNITY REPORTING SYSTEM

Purpose

The Florida Department of Transportation, Equal Opportunity Office has been charged with requirements of reporting Disadvantaged Business Enterprise Information to the U.S. Department of Transportation, Federal Highway Administration (FHWA) according to the new 49 Code of Federal Regulations Part 26. The Equal Opportunity Reporting system was developed as a solution to collect this information.

Objective

The Equal Opportunity Reporting system will collect information of actual payments and retainage paid to the Prime Consultant/Contractor by the Department of Transportation and the Prime Consultant/Contractor's actual payments and retainage paid to their subs and suppliers, by the type of work they performed. The reporting of this information will be performed by the Prime on a monthly basis for an invoice or estimate number per contract.

To establish access to the new Equal Opportunity Reporting System (BizWeb),
contact Business Innovations Plus toll-free at 1-877-249-8725.
The site location is <http://www.bipincwebapps.com/bizwebflorida/>

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

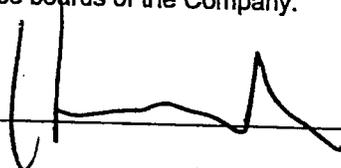
It is the policy of A & J Asphalt, Inc that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and A & J Asphalt, Inc.
~~Subcontractors and/or suppliers to~~
~~will also be bound by the requirements of Rule Chapter 14-78 F.A.C.~~

A & J Asphalt, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

A & J Asphalt, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

A & J Asphalt, Inc. has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

X  , President

X 7-21-09
Date

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

H & I Asphalt, Inc.

_____ understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

~~On contracts with specific DBE goals, _____ will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.~~

IV. REPORTING

H & I Asphalt, Inc.

_____ shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

H & I Asphalt, Inc.

_____ will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090176

RPQ Project Name: CDBG-R Roadway Resurfacing Project

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

667,862.00

Bidder's Company Name: Metro Express Inc

Company Address: 8095 W. 21 Lane

City: Hialeah

State: FL Zip: 33014

Telephone No: 305-459-8286

Fax No: (305) 459-8287

Email: Delia@metroexpresscorp.com

Name of Person Submitting Quote (Print): Delia A. Trujillo

Number of Addendums received: (if none' write "None")

Signature: Delia A. Trujillo

Date: 7/22/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

Public Works Department

Contracts & Specifications Section

111 NW 1st Street, Suite 1410

Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090176

RPQ Project Name: CDBG-R Roadway Resurfacing Project

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: Horizon Contractors Inc.

Company Address: 8175 W 32 Ave #1

City: Hialeah State: FL Zip: 33018

Telephone No: (305) 898-2050

Fax No: 305 820-0905 EMail: JSANCHEZ@hcimail.com

Name of Person Submitting Quote (Print): Jose M Sanchez

Number of Addendums received: 1 (if none write "None")

Signature:

Date: 7/22/09

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review.* By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.

Public Works Department

Contracts & Specifications Section

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Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: CICC 7360-0/08

RPQ No: 20090176

RPQ Project Name: CDBG-R Roadway Resurfacing Project

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

\$ 840,433.45 * Eight hundred forty thousand four hundred thirty three dollars and forty five cents

Bidder's Company Name: COMMUNITY ASPHALT CORP.

Company Address: 14005 N.W. 186th Street

City: Hialeah, State: FL Zip: 33018

Telephone No: 305-829-0700

Fax No: 305-829-8772

E-Mail: esandra@cacorp.net

Name of Person Submitting Quote (Print): JOSE L FERNANDEZ

Number of Addendums received: 1 (if none' write "None")

Signature: [Handwritten Signature]

Date: 7/22/2009

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents: after review for compliance with the Contract Documents, user Department will forward all Insurance Certificates to CICC for Review. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the CICC-7360-0/08 contract.



Carlos Alvarez, Mayor

Public Works
111 NW 1st Street • Suite 1510
Miami, Florida 33128-1970
T 305-375-2930 F 305-375-2931

miamidade.gov

July 16, 2009

ADDENDUM NO. 1

TO THE BIDDERS OF MIAMI-DADE COUNTY'S REQUEST FOR PRICE QUOTATION (RPQ) NUMBER 20090176, CDBG-R ROADWAY RESURFACING PROJECT, BIDS TO BE RECEIVED AT 2:00 P.M., ON WEDNESDAY, JULY 22, 2009.

The following changes are to be made to the Contract Documents:

AS TO THE SPECIAL PROVISIONS

Contract duration has been changed from 450 days to 270 days therefore:

Article 17, **TIME FOR COMPLETION** on page SP-11, **delete** the article in its entirety and **replace** with the following:

17) TIME FOR COMPLETION

The terms of this Contract shall expire in *Two Hundred and Seventy (270) calendar days* from the effective date of the "Notice to Proceed," or until such time as the Contract amount has been expended, whichever occurs first.

The effective date of the "Notice to Proceed" will be established during the Pre-Work Conference which is held shortly after the Award of Contract and which is attended by members of Public Works Department, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than thirty (30) calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

AS TO THE APPENDIX "C" TO THE SPECIAL PROVISIONS
LOCATION OF WORK

The following location "SW 184th Street from US-1 to SW 112th Avenue" **has been deleted**, therefore **delete** the Appendix "C" in its entirety and **replace** with the one herein attached.

Delivering Excellence Every Day

20090176
Addendum No. 1
Page 2

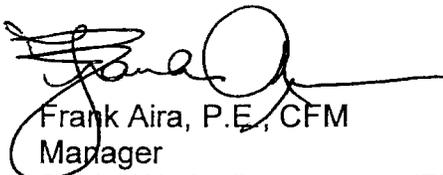
AS TO THE BID FORM

One site has been removed, contract duration has been changed, pay item # 711-11-124 has been deleted, several pay items quantities have been decreased, and project new base estimate is \$682,893.58, therefore:

Delete in its entirety "BID FORM" dated 06/18/2009, page 1 thru 4, and replace with the enclosed "REVISED BID FORM ADDENDUM NO. 1" dated 07/16/2009, pages 1 thru 4.

Receipt of all Addenda, and Request for Information (RFI), should be submitted with your bid package.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Aira', with a long horizontal line extending to the right.

Frank Aira, P.E., CFM
Manager
Public Works Department (PWD)

FA:bc

Cc: Alfredo E. Munoz, P.E., PWD
Joaquin Rabassa, PWD
Office of Capital Improvements (OCI)
Clerk of the Board
Project File
Reading File

APPENDIX "C"

LOCATION OF WORK

The location(s) of the Work to be performed under the terms of this Contract are:

NW 32nd Avenue from NW 41st Street to NW 46th Street,
NW 38th Street from NW 22nd Avenue to NW 27th Avenue,
SW 248th Street from US-1 to SW 147th Avenue.