



To: Honorable Mayor and Village Council Date: November 7, 2016
From: Edward Silva, Village Manager Re: Roadway Resurfacing and
Striping of Public Roadways

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE WAIVER OF FORMAL BIDDING REQUIREMENTS AND UTILIZING RFQ NO. 20150061, PREVIOUSLY ADVERTISED FOR BID BY MIAMI-DADE COUNTY WHICH IS REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE VILLAGE OF PALMETTO BAY AND PROVIDING FOR THE AWARD TO H & J ASPHALT, INC., FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$325,000.00 TO CONTINUE RESURFACING AND STRIPING VILLAGE ROADWAYS IN FY 2016-17; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The Department of Public Works is responsible for the inventory, inspection and resurfacing of Village roadways. 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. The Roadway Resurfacing Program is an on-going project and the issue of pavement maintenance continues to be of high priority. Neighborhoods as identified in our plan are in need of resurfacing and as roadways are resurfaced pavement markings become necessary for safety and lane identification. Funding is budgeted on an annual basis for the Department of Public Works to continue to improve roadways conditions through ongoing resurfacing projects. Resident input and visual inspections by Public Works staff are also identified and prioritized for resurfacing and/or pavement markings. The approved contractor is responsible for resurfacing, striping placement and deletion of old pavement markings.

After evaluating current paving contracts entered into between neighboring municipalities and contractors, staff is recommending that, pursuant to Sec 2-175 of the Code of

Ordinances, the Village “piggyback” on an existing contract between Miami-Dade County and H & J Asphalt, Inc. (RFQ No. 20150061) for roadway resurfacing. In FY 2016-2017 the Department anticipates expending \$325,000 for roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement markings as described in the bid scope of services.

Section 2-175 of the Code of Ordinance authorizes the Village Manager to award a contract without sealed bidding upon determination that the purchase meets acceptability criteria and the supplier has a valid contract or purchase order through competitive process by another governmental entity in the state. H&J Asphalt, Inc. has agreed to authorize the Village to piggyback onto the existing contract with Miami-Dade County for roadway resurfacing services in accordance with the same pricing, terms and conditions including lifting manholes, striping, and the installation of reflective pavement markings in FY 16-17 as detailed in the attached contract for Project No. 20160061.

FISCAL/BUDGETARY IMPACT:

The Village budgets this item under “Special Revenue Transportation Sales Tax Fund-Paving” for an amount not to exceed \$325,000 in Fiscal Year 2016-2017.

RECOMMENDATION:

Administration is respectfully requesting authorization from the Village Council to adopt the attached resolution authorizing the Village Manager to proceed with execution of a contract with H & J Asphalt, Inc. for continued roadway resurfacing and striping services in the Village of Palmetto Bay for an amount not to exceed \$325,000 in Fiscal Year 2016-2017.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION NO. 2016 -

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE WAIVER OF FORMAL BIDDING REQUIREMENTS AND UTILIZING RFQ NO. 20150061, PREVIOUSLY ADVERTISED FOR BID BY MIAMI-DADE COUNTY WHICH IS REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE VILLAGE OF PALMETTO BAY AND PROVIDING FOR THE AWARD TO H & J ASPHALT, INC., FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$325,000.00 TO CONTINUE RESURFACING AND STRIPING VILLAGE ROADWAYS IN FY 2016-17; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

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

WHEREAS, funding is budgeted on an annual basis for the Department of Public Services to continue to improve roadways conditions through ongoing resurfacing projects; and

WHEREAS, Miami-Dade County conducted a competitive bidding process for the procurement of roadway resurfacing services and awarded a bid to H & J Asphalt, Inc.; and

WHEREAS, Section 2-175 of the Code of Ordinance authorizes the Village Manager to award a contract without sealed bidding upon determination that the purchase meets acceptability criteria and the supplier has a valid contract or purchase order through competitive process by another governmental entity in the state; and

WHEREAS, after evaluating current paving contracts entered into between neighboring municipalities and contractors, staff is recommending that, pursuant to Sec 2-175 of the Code of Ordinance, the Village “piggyback” on an existing contract between Miami-Dade County and H & J Asphalt, Inc. (RFQ No. 20150061) for roadway resurfacing; and

WHEREAS, H&J Asphalt, Inc. has agreed to authorize the Village to piggyback onto the existing contract with Miami-Dade County for roadway resurfacing services in accordance with the same pricing, terms and conditions including lifting manholes, striping, and the installation of reflective pavement markings in FY 16-17 as detailed in the attached contract for Project No. 20150061.

WHEREAS, Administration recommends that it is in the best interest of the Village contract with H & J Asphalt, Inc. for continued roadway resurfacing and striping services in the Village of Palmetto Bay for an amount not to exceed \$325,000 in FY 2016-2017; and

1 **WHEREAS**, the Village Manager is respectfully requesting authorization from the Village Council
2 to proceed with execution of a contract with H & J Asphalt, Inc. for roadway resurfacing in FY
3 2016-2017.

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 Council hereby authorizes the Village Manager, pursuant to
9 Sec 2-175 of the Code of Ordinance, to piggyback on an existing contract between Miami-Dade
10 County and H & J Asphalt, Inc. RFQ No. 20150061, and enter into an agreement with H & J
11 Asphalt, Inc. for roadway resurfacing including lifting manholes, striping, and the installation of
12 reflective pavement markings in the Village of Palmetto Bay for an amount not to exceed \$325,000.

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

15
16
17 **PASSED and ADOPTED** this 7th day of November, 2016.

18
19
20
21 Attest: _____
22 Missy Arocha
23 Interim Village Clerk

Eugene Flinn
Mayor

24
25
26 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
27 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

28
29
30 _____
31 Dexter W. Lehtinen
32 Village Attorney

33
34
35 **FINAL VOTE AT ADOPTION:**

36
37 Council Member Karyn Cunningham _____
38
39 Council Member Tim Schaffer _____
40
41 Council Member Larissa Siegel Lara _____
42
43 Vice-Mayor John DuBois _____
44
45 Mayor Eugene Flinn _____
46

November 3, 2015



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

Department of Transportation and Public Works
Construction Division - Capital Improvements Section
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for MCC 7380 Plan - RPQ No: 20150061
Roadway Resurfacing Contract

CERTIFIED MAIL No: 7011 0110 0002 0417 8957
FACSIMILE: (305) 634-3313
TELEPHONE: (305) 634-3342

Dear Mr. Lorenzo:

This letter will serve as your notification that you are to proceed with the work described in RPQ# 20150061 starting Monday, November 16, 2015 and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is 450 consecutive calendar days which results in a scheduled completion date of Wednesday, February 8, 2017.

Roadway Resurfacing Contract

The complete execution of this notice to proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7380 Plan. The terms and conditions applicable to this contract are in the 7380 Contract dated 6/1/2003 which can be found on www.miamidade.gov/internal/services/miscellaneous-construction-contracts.asp#1, and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change orders etc.).

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance the Contract procedure, the Miami-Dade County Purchase Order Number is PCPW1600004.

Should you have any question regarding this notification, please contact Joaquin Rabassa at (305) 375-4338.

Sincerely,

Joaquin Rabassa, P.E.
Construction Coordinator

To Be Completed By the Contracting Firm

I understand and accept the terms and conditions for the RPQ # 20150061 referenced above.

Accepted by: Company Name: H & J Asphalt, Inc.
Authorized Representative Name: Jose G. Pimentel
Authorized Representative Signature: [Signature]
Date: 11-5-2015

The foregoing was sworn and subscribed before me this 5th day of November, 2015 by Jose Oyarzo Arenal, who is personally known to me or who produced P.D. PCS-454-18-N110 as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
Rafael A. Solorzano
COMMISSION # FFD26164
EXPIRES JUN. 05, 2017
www.FAANOTARY.com

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

cc: Antonio Colares, P.E., DTPW
Alyso Castro, DTPW
Alfredo Muñoz, DTPW

Manuel Garcia, DTPW
Alejandro Martínez-Esteva, DTPW
Freddy Valero, DTPW

Bekram Moubayad, DTPW
Joaquin Rabassa, DTPW
Armando Aragón, DTPW

Rene Marrero, P.E., DTPW
Marcie Martin, ISD
Alicia Arce, DTPW

Miami-Dade County Public Works and Waste Management Department

Contract Prices

Project Title: Roadway Resurfacing Contract
 Contractor: H & J ASPHALT, INC.

Project No: 20150061
 Bid Date: 07/22/2015

| Item Number | Description | Unit | Estimated Quantity | Unit Price | Estimated Total |
|-------------|---|---------|--------------------|------------|-----------------|
| 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. | 4,000.0 | \$3.00 | \$12,000.00 |
| 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. | 4,500.0 | \$5.00 | \$22,500.00 |
| 5WS1-A | Night Differential for Milling | P.N. | 11.0 | \$1.00 | \$11.00 |
| 6WS1-A | Night Differential for Resurfacing | P.N. | 11.0 | \$1.00 | \$11.00 |
| 101-327A | MOBILIZATION FOR MILLING. (To be paid once, per each Section of a Township and Range) May be deleted if no milling in Section. | PER/SGT | 8.0 | \$700.00 | \$5,600.00 |
| 102-74-2 | BARRICADES (Temporary, Type III, 6') | EA/DAY | 400.0 | \$1.00 | \$400.00 |
| 102-76 | FLASHING ARROW BOARD (Temporary, Multimode) | EA/DAY | 150.0 | \$15.00 | \$2,250.00 |
| 102-8A | RE-GRADE EXISTING SWALE (Without sod) (When required by the Engineer.) | S.Y. | 132.0 | \$7.00 | \$924.00 |
| 102-89 | VARIABLE MESSAGE SIGN (Temporary) | EA/DAY | 102.0 | \$20.00 | \$2,040.00 |
| 102-80A | WORK ZONE SIGNS | EA/DAY | 600.0 | \$1.00 | \$600.00 |
| 110-4 | REMOVAL OF EXISTING PAVEMENT | S.Y. | 25.0 | \$20.00 | \$500.00 |
| 110-4-1-1 | REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER | L.F. | 1,706.0 | \$2.00 | \$3,412.00 |
| 110-4-2A | REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 6" thick, including base preparation) | S.Y. | 1,050.0 | \$10.00 | \$10,500.00 |
| 110-32-1 | Edging and Sweeping | L.F. | 5,000.0 | \$2.00 | \$10,000.00 |
| 120-1 | REGULAR EXCAVATION | C.Y. | 1,348.0 | \$1.00 | \$1,348.00 |
| 120-2-3 | EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source) | C.Y. | 1,122.0 | \$1.00 | \$1,122.00 |
| 120-2-4 | EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material. | C.Y. | 224.0 | \$1.00 | \$224.00 |
| 160-4 | TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30) | S.Y. | 800.0 | \$1.00 | \$800.00 |
| 200-2 | BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (Where needed at the discretion of the Engineer) | S.Y. | 200.0 | \$7.00 | \$1,400.00 |
| 210-1-2 | LIMEROCK BASE (6" double course) (Primed) | S.Y. | 1,500.0 | \$6.00 | \$9,000.00 |
| 327-70 | MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)] | S.Y. | 131,000.0 | \$2.00 | \$262,000.00 |
| 334-2-13-1 | Hot Mix Asphalt, Traffic C, SP-9.5 | TON | 300.0 | \$113.00 | \$33,900.00 |
| 337-8-42 | Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 78-22 | TON | 7,800.0 | \$113.00 | \$881,400.00 |
| 425-4(2) | ADJUSTING INLETS | EA | 5.0 | \$300.00 | \$1,500.00 |
| 425-6 | ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer) | EA | 45.0 | \$400.00 | \$18,000.00 |
| 425-8 | 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 | 80.0 | \$360.00 | \$28,800.00 |
| 425-721E | REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes. | EA | 3.0 | \$800.00 | \$2,400.00 |
| 425-721F | REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Water Valves. | EA | 3.0 | \$800.00 | \$2,400.00 |
| 425-844B | RECONSTRUCT MANHOLE | EA | 3.0 | \$1,000.00 | \$3,000.00 |
| 520-2A | CONCRETE CURB AND/OR GUTTER (Any type, including base preparation) | L.F. | 1,800.0 | \$17.00 | \$30,600.00 |
| 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. | 800.0 | \$32.00 | \$25,600.00 |

Miami-Dade County Public Works and Waste Management Department Contract Prices

Project Title: Roadway Resurfacing Contract
Contractor: H & J ASPHALT, INC.

Project No: 20150081
Bid Date: 07/22/2015

| Item Number | Description | Unit | Estimated Quantity | Unit Price | Estimated Total |
|-------------|---|------|--------------------|------------|-----------------|
| 522-2 | CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs) | S.Y. | 300.0 | \$37.00 | \$11,100.00 |
| 527-2 | DETECTABLE WARNING ON WALKING SURFACE | S.F. | 1,300.0 | \$30.00 | \$39,000.00 |
| 575-1-1 | BODDING (Pensacola Bahia or match existing) (Includes watering) | S.Y. | 30.0 | \$6.00 | \$180.00 |
| 635-1-11 | PULL BOX, METER TYPE (Polymer) | AS. | 5.0 | \$550.00 | \$2,750.00 |
| 700-40-01 | ROADSIDE SIGNS ((SINGLE POST) (LESS THAN 12 S.F.)) | AS. | 25.0 | \$200.00 | \$5,000.00 |
| 700-40-22 | RESET EXISTING POST AND SIGN | EA. | 5.0 | \$70.00 | \$350.00 |
| 705-71-361 | 36" TUBULAR DELINEATOR | EA. | 15.0 | \$70.00 | \$1,050.00 |
| 706-1-12 | REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors) | EA. | 3,250.0 | \$3.70 | \$12,025.00 |
| 710-11-121 | PAINTED PAVEMENT MARKINGS (Standard, White, solid, 6") | L.F. | 65,000.0 | \$0.20 | \$13,000.00 |
| 710-11-122 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" | L.F. | 1,200.0 | \$0.50 | \$600.00 |
| 710-11-123 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12" | L.F. | 15,000.0 | \$0.70 | \$10,500.00 |
| 710-11-124 | PAINTED PAVEMENT MARKINGS (Standard, White, solid, 18") | L.F. | 1,200.0 | \$1.00 | \$1,200.00 |
| 710-11-125 | PAINTED PAVEMENT MARKINGS (Standard, White, solid, 24") | L.F. | 5,000.0 | \$1.30 | \$7,800.00 |
| 710-11-141 | PAINTED PAVEMENT MARKINGS (Standard) (White) (Skip) (6") | L.F. | 9,500.0 | \$0.40 | \$3,800.00 |
| 710-11-160 | PAINTED PAVEMENT MARKINGS (Standard) (White) (Message) | EA. | 24.0 | \$40.00 | \$960.00 |
| 710-11-170 | PAINTED PAVEMENT MARKING (Standard) (White) (Arrows) | EA. | 120.0 | \$30.00 | \$3,600.00 |
| 710-11-221 | PAINTED PAVEMENT MARKINGS (Standard, Yellow, solid, 6") | L.F. | 55,000.0 | \$0.20 | \$11,000.00 |
| 710-11-224 | PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18" | L.F. | 1,800.0 | \$1.00 | \$1,800.00 |
| 710-11-241 | PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Skip) (6") | L.F. | 6,500.0 | \$0.40 | \$2,600.00 |
| 710-26-41A | SOLID TRAFFIC STRIPE, PAINT - (4" white, or yellow) | L.F. | 7,500.0 | \$0.20 | \$1,500.00 |
| 711-2 | SKIP TRAFFIC STRIPE (6" STRIPE, 10' SPACE) (WHITE THERMOPLASTIC) (6" WIDE) | L.F. | 30.0 | \$0.30 | \$9.00 |
| 711-5 | GUIDELINES ((6" DOTTED) (2-4' White) (Thermoplastic)) | L.F. | 200.0 | \$1.00 | \$200.00 |
| 711-11-121 | THERMOPLASTIC (White) (Solid) (6") | L.F. | 47,500.0 | \$0.80 | \$38,000.00 |
| 711-11-122 | THERMOPLASTIC (White) (Solid) (8") | L.F. | 600.0 | \$1.30 | \$850.00 |
| 711-11-123 | THERMOPLASTIC (White) (Solid) (12") | L.F. | 8,800.0 | \$2.00 | \$13,600.00 |
| 711-11-124 | THERMOPLASTIC (White) (Solid) (18") | L.F. | 400.0 | \$2.90 | \$1,160.00 |
| 711-11-125 | THERMOPLASTIC (White) (Solid) (24") | L.F. | 2,500.0 | \$3.00 | \$8,000.00 |
| 711-11-141 | THERMOPLASTIC (White) (Skip) (6") | L.F. | 4,500.0 | \$0.90 | \$4,050.00 |
| 711-11-160 | THERMOPLASTIC (White) (Message) | EA. | 20.0 | \$110.00 | \$2,200.00 |
| 711-11-170 | THERMOPLASTIC (White) (Arrows) | EA. | 80.0 | \$80.00 | \$3,800.00 |
| 711-11-221 | THERMOPLASTIC (Yellow) (Solid) (6") | L.F. | 25,800.0 | \$0.80 | \$20,480.00 |
| 711-11-224 | THERMOPLASTIC (Yellow) (Solid) (18") | L.F. | 400.0 | \$3.00 | \$1,200.00 |
| 711-11-241 | THERMOPLASTIC (Yellow) (Skip) (6") | L.F. | 2,800.0 | \$1.00 | \$2,800.00 |
| 711-14-160 | Thermoplastic, Preformed, White, Message | EA. | 110.0 | \$150.00 | \$16,500.00 |
| 711-2A | SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6-10' SKIP) | L.F. | 20.0 | \$1.00 | \$20.00 |

Miami-Dade County Public Works and Waste Management Department Contract Prices

Project Title: Roadway Resurfacing Contract
Contractor: H & J ASPHALT, INC.

Project No: 20150061
Bid Date: 07/22/2015

| Item Number | Description | Unit | Estimated Quantity | Unit Price | Estimated Total |
|--|---|------|--------------------|--------------|-----------------|
| 711-33-34 | SKIP TRAFFIC STRIPE: [(6" White/Yellow) (10' Strip, 30' Strip)(Thermoplastic, lead free)] | L.F. | 1,500.0 | \$0.80 | \$1,200.00 |
| 711-35-41 | SOLID TRAFFIC STRIPE [(4" WHITE)(Thermoplastic)] | L.F. | 500.0 | \$0.80 | \$400.00 |
| 711-36-41 | SOLID TRAFFIC STRIPE [(4" Yellow) (THERMOPLASTIC) (Lead-free)] | L.F. | 500.0 | \$0.80 | \$400.00 |
| 711-72 | REMOVAL OF EXISTING PAVEMENT MARKINGS (Thermoplastic & Paint) | S.F. | 150.0 | \$2.00 | \$300.00 |
| ALLOWANCE ACCOUNTS (used as approved by the engineer pursuant to the requirements of the Contract Documents) | | | | | |
| 986 | CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT) | L.S. | 1.0 | \$161,888.40 | \$161,888.40 |
| 102-10A | OFF-DUTY LAW ENFORCEMENT OFFICER | L.S. | 1.0 | \$60,000.00 | \$60,000.00 |
| 102-1P | MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag man, etc.) | L.S. | 1.0 | \$32,377.60 | \$32,377.60 |
| 300-1-899 | BITUMINOUS MATERIAL ADJUSTMENT | L.S. | 1.0 | \$20,000.00 | \$20,000.00 |
| 880 | ALLOWANCE-PERMITS | L.S. | 1.0 | \$640.32 | \$640.32 |

ELECTRONIC DOCUMENTS DISCLAIMER

1. Electronic copies of the solicitation documents are made available on this website solely for the convenience of prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the Contract Documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of these electronic copies for any purpose whatsoever. In the event of discrepancies or conflicts between the County's originally published document(s) and any other version distributed or submitted by other parties, the County's original hard copy version shall prevail.
2. Miami-Dade County Public Works and Waste Management Department (PWWMD) does not track or monitor downloads of Project documents from this website. Therefore, prospective bidders who choose to use this method of distribution shall also be responsible for monitoring the site and downloading any applicable addenda or supplemental information. PWWMD will distribute hard copy addenda or supplemental information only to those persons or firms who we have purchased a hard copy of the original solicitation documents.
3. Miami-Dade County shall not be responsible for errors and omissions occurring in the transmission or downloading of any documents or specifications from this website. In the event of any discrepancy between information obtained from this website and the PWWMD hard copy solicitation documents and specifications, the terms of the hard copy documents will prevail.
4. Miami-Dade County does not guarantee continuous, uninterrupted or secure access to this or other related websites. Operation of this website may be affected from time to time by numerous factors outside of our control. In the event that we are notified of any problems in a timely manner we will do our best to assist with those problems that fall within our control. For assistance, contact us at 305-375-2930. Solicitation documents are removed from this website as soon as possible after the due date.
5. PWWMD does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.
6. With regards to Miscellaneous Construction Contracts (MCC) 7040 Plan Request for Price Quotations:
 - a. Only bidders included on the Project's Bidders List, provided by the Internal Service Department, Procurement Management Division to the PWWMD, can submit a bid.
 - b. Only timely bids received from bidders included in the Project's Bidders List will be considered.
7. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 1

DATE: 10/15/2015
** ORIGINAL **

PO NUMBER: PCPW1600004

VENDOR:

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

REQUESTING DEPARTMENT OR AGENCY:

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

VENDOR ID: 650024320 01

VENDOR TEL: (305)634-3342

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO: R.RODRIGUEZ/O.ESPINOSA-ANDERSO

TEL: (305)375-2940
EXT: 2733

CASH DISCOUNT:
NET

FREIGHT CARRIER:

FOB: DEST-P

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

AGENT CONTACT: CACERES, LAURA
(305)375-5080

DELIVERY REQUIRED
10/04/2015

DEPT. NO.
PWCC

REQ NO.
PCPW1600004

ISSUED UNDER CONTRACT NO: MCC-PROGRAM-7360
BPO ID : ABCW1300150

SHIP TO:

FINANCE DIVISION
2525 N.W. 62ND STREET
MIAMI, FL 33147

BILL TO:

FINANCE DIVISION
2525 N.W. 62ND STREET
MIAMI, FL 33147

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE | TOTAL PRICE |
|------|-------------------------------|----------|-----|----------------|--------------|
| | COMMODITY NAME/SPECIFICATIONS | | | | |
| 001 | 907-99 | 1.00 | LO | 1,618,884.0000 | 1,618,884.00 |

MISCELLANEOUS CONSTRUCTION, FEDERAL

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 2

DATE: 10/15/2015
** ORIGINAL **

PO NUMBER: PCPN1600004

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE | TOTAL PRICE |
|-------------------------------|--------------|----------|-----|------------|-------------|
| COMMODITY NAME/SPECIFICATIONS | | | | | |

WORK UNDER THIS CONTRACT INCLUDES FURNISHING OF ALL SUPERVISION, LABOR, MATERIALS, TOOLS, EQUIPMENT AND PERFORMING ALL OPERATIONS REQUIRED TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING; MILLING, RESURFACING, WIDENING AND RESURFACING OF INTERSECTING STREETS, RESURFACING OF ASPHALTIC PATHWAYS (PEDESTRIAN, BICYCLE, ETC..) ADJACENT OR NOT TO THE EDGE OF PAVEMENT AS NECESSARY, TEMPORARY UTILITY REPAIRS (COLD PATCHES) CLEARING AND EXCAVATING OF SHOULDERS AREAS OR BUILD-UP, AS DIRECTED BY THE ENGINEER; GRADING AND CLEAN-UP OF ADJACENT SHOULDERS AND.....

..REMOVAL OF ROOTS, AS REQUIRED, PAVEMENT MARKINGS INCLUDING THE INSTALLATION OF REFLECTIVE PAVEMENT MARKERS (BLUE/BLUE) AT FIRE HYDRANT LOCATIONS, SIDEWALKS, SIDEWALK CURBS AND CONNECTORS, AND PEDESTRIAN RAMPS RESURFACING WORK MAY INCLUDE ANY OF THE FOLLOWING:

- A. APPLICATION OF ASPHALTIC CONCRETE SURFACE COURSE TO EXISTING WEARING COURSE.
- B. APPLICATION OF ASPHALTIC CONCRETE LEVELING COURSE TO EXISTING WEARING SURFACES PRIOR TO AND IN PREPARATION FOR ITEM (A) ABOVE.
- C. APPLICATION OF ASPHALTIC CONCRETE TO PREVIOUSLY PRIME ROCK ROADS.

E. THE CONTRACTOR SHALL ADJUST ALL STORM WATER, WATER AND SEWER VALVES AND MANHOLES PRIOR TO RESURFACING. ALL ADJUSTMENTS SHALL BE MADE BY THE BUILD-UP METHOD NOT BY THE USE OF ADJUSTMENT RINGS. IF ANY CHANGES ARE REQUIRED DUE TO CONFLICT OF DESIGN AND OR FIELD CONDITIONS, THE ENGINEER WILL MAKE THE FINAL DETERMINATION. THE CONTRACTOR AND ALL SUBCONTRACTORS, UNDER THIS CONTRACT, ARE PROHIBITED FROM PERFORMING ANY WORK, OTHER THAN SPECIFIED IN THE CONTRACT AND OR DIRECTED BY THE ENGINEER, WITHIN THE LIMITS OF THE PROJECT SITE, WITHOUT PRIOR WRITTEN NOTIFICATION TO THE ENGINEER, THIS INCLUDES ANY WORK FOR PRIVATE OR COMMERCIAL ENTITIES. LOCATIONS OF THE WORK TO BE PERFORMED UNDER THE TERMS OF THIS CONTRACT ARE:

1. NW 22 AVE FROM FLAGLER STREET TO NW 7 STREET.
2. NW 22 AVE FROM NW 7TH STREET TO NW 20 STREET.
3. N 20 STREET FROM NW 7 AVE. TO NE 2 AVE.
4. W FLAGLER STREET FROM SW 102 AVE TO SW 107 AVE.

PROJECT NAME: ROADWAY RESURFACING CONTRACT
PROJECT NUMBER: 20150061

| | | | | | |
|-----|--------|------|----|--------------|------------|
| 002 | 907-99 | 1.00 | LO | 161,888.4000 | 161,888.40 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION, FEDERAL

THIS ITEM REFLECTS THE DEDICATED ALLOWANCE FOR CONTINGENCY ALLOWANCE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THE ALLOWANCE CAN NOT EXCEED \$161,888.40 WITHOUT PRIOR FORMAL APPROVAL

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 3

DATE: 10/15/2015
** ORIGINAL **

PO NUMBER: PCPW1600004

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

THROUGH A CHANGE ORDER.

MISCELLANEOUS CONSTRUCTION CONTRACTS - 7360.

| | | | | | |
|-----|--------|------|----|--------------|------------|
| 003 | 907-99 | 1.00 | LO | 113,017.9200 | 113,017.92 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION, FEDERAL

THIS ITEM REFLECTS ALL DEDICATED ALLOWANCE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THESE ALLOWANCES CAN NOT EXCEED \$113,017.92 WITHOUT PRIOR FORMAL APPROVAL THROUGH A CHANGE ORDER. THE DEDICATED ALLOWANCE ARE DISTRIBUTE AS FOLLOWS:

| | |
|----------------------------------|--------------|
| OFF DUTY LAW ENFORCEMENT OFFICER | \$60,000.00 |
| MAINTENANCE OF TRAFFIC | \$32,377.60 |
| ALLOWANCE-PERMITS = | \$ 640.32 |
| BITUMINOUS MATERIALS | \$20,000.00 |
| TOTAL DEDICATED ALLOWANCE = | \$113,017.92 |

MISCELLANEOUS CONSTRUCTION CONTRACTS - 7360.

COMMODITY LINE TOTAL
GRAND TOTAL

1,893,790.32
1,893,790.32

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:

THIS CONTRACT IS SUBJECT TO A USER ACCESS FEE UNDER THE COUNTY USER ACCESS PROGRAM (UAP) IN THE AMOUNT OF TWO PERCENT (2%). THE VENDOR PROVIDING GOODS AND SERVICES UNDER THIS CONTRACT SHALL INVOICE THE CONTRACT PRICE AND SHALL ACCEPT AS PAYMENT THEREOF THE CONTRACT PRICE LESS THE 2% UAP AS FULL AND COMPLETE PAYMENT FOR THE GOODS AND/OR SERVICES SPECIFIED ON THE INVOICE. THE COUNTY SHALL RETAIN THE 2% UAP FOR USE BY THE COUNTY TO HELP DEFRAY THE COST OF THE PROCUREMENT PROGRAM. VENDOR PARTICIPATION IN THIS INVOICE REDUCTION PORTION OF THE UAP IS MANDATORY.

ACCOUNTING INFORMATION:

| SFX INDEX | SUBOBJ | USERCODE | PROJECT | PRJDTL | GRANT | GRNTDTL | AMOUNT / % |
|-----------|--------|----------|---------|--------|-------|---------|--------------|
| 01 | CPE99C | 99110 | BCC99C | RESURF | | | 1,893,790.32 |

(CONTINUED ON NEXT PAGE)

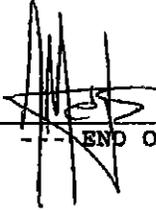
MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 4

DATE: 10/15/2015
** ORIGINAL **

PO NUMBER: PCPW1600004

AUTHORIZED SIGNATURE:

A handwritten signature in black ink, consisting of several vertical and diagonal strokes, positioned over a horizontal line.

--- END OF DOCUMENT ---

DATE:

10/15/15



Kahn-Carlin & Company, Inc.
3350 South Dixie Highway, Miami, Florida 33133
Telephone: (305) 446-2271
Broward: (954) 767-6066
Toll Free (877) 275-1180
Fax (305) 448-3127
<http://www.kahn-carlin.com>

September 3, 2015

Miami Dade County
111 NW 1st Street, Ste. 220
Miami, FL 33128

Re: H & J Asphalt, Inc.
Bond No.: 0192679
Project Info: Roadway Resurfacing Contract
Project No.: 20150061 (MCC 7360 Plan)
Contract Amount: \$1,893,790.32

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, **Roadway Resurfacing Contract; Project No.: 20150061 (MCC 7360 Plan); Contract Amount: \$1,893,790.32.**

Sincerely,
Berkley Insurance Company

Michael A. Bonet
Attorney-In-Fact & Florida Resident Agent

CC: H & J Asphalt, Inc.

RECEIVED

SEP 11 '15

RISK MANAGEMENT
DIVISION

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Roy V. Fabry or Michael A. Bonet of Kahn-Carlson Co., Inc. of Miami, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, provided that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in the own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification hereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 3 day of September, 2015

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

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

Surety Name: Berkley Insurance Company
255 South Orange Ave, Suite 1515
Orlando, FL 32801
(973) 775-5256

Bond Number: 0192679

Contractor Name: H & J Asphalt, Inc.
4310 NW 35th Avenue
Miami, FL, 33142
(305) 634-3342

Owner Name: Miami Dade County
111 NW First Street, Ste. 1410
Miami, FL 33128
(305) 375-2930

Project Number: 20150061 (MCC 7360 Plan)

Project Description: Roadway Resurfacing Contract

Project Address: Miami Dade County, Florida

Legal Description of Property: Roadway Resurfacing Contract

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

RECEIVED

SEP 11 '15

RISK MANGAGEMENT
DIVISION

Project Name: Roadway Resurfacing Contract
 Project No. 20150061 (MCC 7360 Plan)

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We H & J Asphalt, Inc., as Principal, whose principal business address is 4310 NW 25 Ave., Miami, FL 33142, as Contractor under the contract dated 20, between Principal and Miami-Dade County for the construction of Roadway Resurfacing Contract Project No. 20150061 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Berkley Insurance Company, a corporation, whose principal business address is 255 South Orange Ave. Suite 1515, Orlando, FL 32801 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of One Million Eight Hundred Ninety Three Thousand Seven Hundred Ninety and 32/100 (U.S. dollars) \$1,893,790.32, 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.

RECEIVED

SEP 11 '15

RISK MANAGEMENT
 DIVISION

Project Name: Roadway Resurfacing Contract
Project No. 20150061 (MCC 7360 Plan)

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:

[Signature]
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

[Signature: Michael A. Bonet]

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

SURETY:

Berkley Insurance Company

By:

[Signature: Michael A. Bonet]

Attorney-in-Fact
Michael A. Bonet

(CORPORATE SEAL)

(Power of Attorney must be attached)

BOND APPROVED AS TO
INSURANCE REQUIREMENTS

[Signature]
RISK MANAGEMENT DIVISION
DATE: 09/14/15

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Roy V. Fabry or Michael A. Bonet of Kahn-Carlin & Co., Inc. of Miami, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

(Seal)

By Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafler
Jeffrey M. Hafler
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

(Seal)

Andrew M. Tuma
Andrew M. Tuma

the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Miami-Dade County Public Works and Waste Management Department

Contract Prices

Project Title: Roadway Resurfacing Contract
 Contractor: H & J ASPHALT, INC.

Project No: 20150081
 Bid Date: 07/22/2015

| Item Number | Description | Unit | Estimated Quantity | Unit Price | Estimated Total |
|-------------|--|---------|--------------------|------------|-----------------|
| 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. | 4,000.0 | \$3.00 | \$12,000.00 |
| 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 limestone 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. | 4,500.0 | \$5.00 | \$22,500.00 |
| 5WS1-A | Night Differential for Milling | P.N. | 11.0 | \$1.00 | \$11.00 |
| 6WS1-A | Night Differential for Resurfacing | P.N. | 11.0 | \$1.00 | \$11.00 |
| 101-327A | MOBILIZATION FOR MILLING. (To be paid once, per each Section of a Township and Range) May be deleted if no milling in Section. | PER/SCT | 8.0 | \$700.00 | \$5,600.00 |
| 102-74-2 | BARRICADES (Temporary, Type III, 6') | EA/DAY | 400.0 | \$1.00 | \$400.00 |
| 102-76 | FLASHING ARROW BOARD (Temporary, Multimode) | EA/DAY | 150.0 | \$15.00 | \$2,250.00 |
| 102-8A | RE-GRADE EXISTING SWALE (Without sod) (When required by the Engineer.) | S.Y. | 132.0 | \$7.00 | \$924.00 |
| 102-99 | VARIABLE MESSAGE SIGN (Temporary) | EA/DAY | 102.0 | \$20.00 | \$2,040.00 |
| 102-60A | WORK ZONE SIGNS | EA/DAY | 800.0 | \$1.00 | \$800.00 |
| 110-4 | REMOVAL OF EXISTING PAVEMENT | S.Y. | 25.0 | \$20.00 | \$500.00 |
| 110-4-1-1 | REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER | L.F. | 1,788.0 | \$2.00 | \$3,572.00 |
| 110-4-2A | REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation) | S.Y. | 1,050.0 | \$10.00 | \$10,500.00 |
| 110-32-1 | Edging and Sweeping | L.F. | 5,000.0 | \$2.00 | \$10,000.00 |
| 120-1 | REGULAR EXCAVATION | C.Y. | 1,348.0 | \$1.00 | \$1,348.00 |
| 120-2-3 | EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source) | C.Y. | 1,122.0 | \$1.00 | \$1,122.00 |
| 120-2-4 | EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material. | C.Y. | 224.0 | \$1.00 | \$224.00 |
| 160-4 | TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30) | S.Y. | 500.0 | \$1.00 | \$500.00 |
| 200-2 | BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (Where needed at the discretion of the Engineer) | S.Y. | 200.0 | \$7.00 | \$1,400.00 |
| 210-1-2 | LIMEROCK BASE (8" double course) (Primed) | S.Y. | 1,600.0 | \$6.00 | \$9,600.00 |
| 327-70 | MILLING EXISTING PAVEMENT ((1"))(Payment for greater cuts will be paid proportionally)) | S.Y. | 131,000.0 | \$2.00 | \$262,000.00 |
| 334-2-13-1 | Hot Mix Asphalt, Traffic C, SP-9.5 | TON | 300.0 | \$113.00 | \$33,900.00 |
| 337-8-42 | Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 78-22 | TON | 7,800.0 | \$113.00 | \$881,400.00 |
| 425-4(2) | ADJUSTING INLETS | EA. | 6.0 | \$300.00 | \$1,800.00 |
| 425-5 | ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer) | EA. | 45.0 | \$400.00 | \$18,000.00 |
| 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. | 80.0 | \$350.00 | \$28,000.00 |
| 425-721E | REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes. | EA. | 3.0 | \$800.00 | \$2,400.00 |
| 425-721F | REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Water Valves. | EA. | 3.0 | \$800.00 | \$2,400.00 |
| 425-944B | RECONSTRUCT MANHOLE | EA. | 3.0 | \$1,000.00 | \$3,000.00 |
| 520-2A | CONCRETE CURB AND/OR GUTTER (Any type, including base preparation) | L.F. | 1,800.0 | \$17.00 | \$30,600.00 |
| 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. | 800.0 | \$32.00 | \$25,600.00 |

Miami-Dade County Public Works and Waste Management Department Contract Prices

Project Title: Roadway Resurfacing Contract
Contractor: H & J ASPHALT, INC.

Project No: 20150061
Bid Date: 07/22/2015

| Item Number | Description | Unit | Estimated Quantity | Unit Price | Estimated Total |
|-------------|---|------|--------------------|------------|-----------------|
| 522-2 | CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs) | S.Y. | 300.0 | \$37.00 | \$11,100.00 |
| 527-2 | DETECTABLE WARNING ON WALKING SURFACE | S.F. | 1,300.0 | \$30.00 | \$39,000.00 |
| 575-1-1 | SODDING (Pensacola Bahla or match existing) (includes watering) | S.Y. | 30.0 | \$6.00 | \$180.00 |
| 635-1-11 | PULL BOX, METER TYPE (Polymer) | AS. | 5.0 | \$550.00 | \$2,750.00 |
| 700-40-01 | ROADSIDE SIGNS ((SINGLE POST) (LESS THAN 12 S.F.)) | AS. | 25.0 | \$200.00 | \$5,000.00 |
| 700-46-22 | RESET EXISTING POST AND SIGN | EA. | 5.0 | \$70.00 | \$350.00 |
| 705-71-361 | 36" TUBULAR DELINEATOR | EA. | 15.0 | \$70.00 | \$1,050.00 |
| 706-1-12 | REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors) | EA. | 3,250.0 | \$3.70 | \$12,025.00 |
| 710-11-121 | PAINTED PAVEMENT MARKINGS (Standard, White, solid, 8") | L.F. | 65,000.0 | \$0.20 | \$13,000.00 |
| 710-11-122 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8" | L.F. | 1,200.0 | \$0.50 | \$600.00 |
| 710-11-123 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12" | L.F. | 15,000.0 | \$0.70 | \$10,500.00 |
| 710-11-124 | PAINTED PAVEMENT MARKINGS (Standard, White, solid, 18") | L.F. | 1,200.0 | \$1.00 | \$1,200.00 |
| 710-11-125 | PAINTED PAVEMENT MARKINGS (Standard, White, solid, 24") | L.F. | 6,000.0 | \$1.30 | \$7,800.00 |
| 710-11-141 | PAINTED PAVEMENT MARKINGS (Standard) (White) (Skip) (6") | L.F. | 9,500.0 | \$0.40 | \$3,800.00 |
| 710-11-160 | PAINTED PAVEMENT MARKINGS (Standard) (White) (Message) | EA. | 24.0 | \$40.00 | \$960.00 |
| 710-11-170 | PAINTED PAVEMENT MARKING (Standard) (White) (Arrows) | EA. | 120.0 | \$30.00 | \$3,600.00 |
| 710-11-221 | PAINTED PAVEMENT MARKINGS (Standard, Yellow, solid, 6") | L.F. | 55,000.0 | \$0.20 | \$11,000.00 |
| 710-11-224 | PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18" | L.F. | 1,800.0 | \$1.00 | \$1,800.00 |
| 710-11-241 | PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Skip) (6") | L.F. | 6,500.0 | \$0.40 | \$2,600.00 |
| 710-26-41A | SOLID TRAFFIC STRIPE, PAINT - (4" white, or yellow) | L.F. | 7,500.0 | \$0.20 | \$1,500.00 |
| 711-2 | SKIP TRAFFIC STRIPE (6" STRIPE, 10" SPACE) (WHITE THERMOPLASTIC) (6" WIDE) | L.F. | 30.0 | \$0.30 | \$9.00 |
| 711-5 | GUIDELINES ((6" DOTTED) (2'-4' White) (Thermoplastic)) | L.F. | 200.0 | \$1.00 | \$200.00 |
| 711-11-121 | THERMOPLASTIC (White) (Solid) (6") | L.F. | 47,500.0 | \$0.60 | \$38,000.00 |
| 711-11-122 | THERMOPLASTIC (White) (Solid) (8") | L.F. | 500.0 | \$1.30 | \$650.00 |
| 711-11-123 | THERMOPLASTIC (White) (Solid) (12") | L.F. | 6,800.0 | \$2.00 | \$13,600.00 |
| 711-11-124 | THERMOPLASTIC (White) (Solid) (18") | L.F. | 400.0 | \$2.90 | \$1,160.00 |
| 711-11-125 | THERMOPLASTIC (White) (Solid) (24") | L.F. | 2,500.0 | \$3.60 | \$9,000.00 |
| 711-11-141 | THERMOPLASTIC (White) (Skip) (6") | L.F. | 4,500.0 | \$0.90 | \$4,050.00 |
| 711-11-160 | THERMOPLASTIC (White) (Message) | EA. | 20.0 | \$110.00 | \$2,200.00 |
| 711-11-170 | THERMOPLASTIC (White) (Arrows) | EA. | 60.0 | \$60.00 | \$3,600.00 |
| 711-11-221 | THERMOPLASTIC (Yellow) (Solid) (6") | L.F. | 25,600.0 | \$0.80 | \$20,480.00 |
| 711-11-224 | THERMOPLASTIC (Yellow) (Solid) (18") | L.F. | 400.0 | \$3.00 | \$1,200.00 |
| 711-11-241 | THERMOPLASTIC (Yellow) (Skip) (6") | L.F. | 2,800.0 | \$1.00 | \$2,800.00 |
| 711-14-160 | Thermoplastic, Preformed, White, Message | EA. | 110.0 | \$150.00 | \$16,500.00 |
| 711-2A | SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6'-10" SKIP) | L.F. | 20.0 | \$1.00 | \$20.00 |

Miami-Dade County Public Works and Waste Management Department Contract Prices

Project Title: Roadway Resurfacing Contract
Contractor: H & J ASPHALT, INC.

Project No: 20150061
Bid Date: 07/22/2015

| Item Number | Description | Unit | Estimated Quantity | Unit Price | Estimated Total |
|-------------|--|------|--------------------|------------|-----------------|
| 711-33-34 | SKIP TRAFFIC STRIPE - ((4" White/Yellow) (10' Stripe, 30' Skip)(Thermoplastic, lead free)) | L.F. | 1,500.0 | \$0.80 | \$1,200.00 |
| 711-35-41 | SOLID TRAFFIC STRIPE - ((4" WHITE)(Thermoplastic)) | L.F. | 500.0 | \$0.80 | \$400.00 |
| 711-36-41 | SOLID TRAFFIC STRIPE ((4" Yellow) (THERMOPLASTIC) (Lead-free)) | L.F. | 500.0 | \$0.80 | \$400.00 |
| 711-72 | REMOVAL OF EXISTING PAVEMENT MARKINGS (Thermoplastic & Paint) | S.F. | 150.0 | \$2.00 | \$300.00 |

ALLOWANCE ACCOUNTS (used as approved by the engineer pursuant to the requirements of the Contract Documents)

| | | | | | |
|-----------|---|------|-----|--------------|--------------|
| 999 | CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT) | L.S. | 1.0 | \$161,888.40 | \$161,888.40 |
| 102-10A | OFF-DUTY LAW ENFORCEMENT OFFICER | L.S. | 1.0 | \$60,000.00 | \$60,000.00 |
| 102-1P | MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag man, etc.) | L.S. | 1.0 | \$32,377.60 | \$32,377.60 |
| 300-1-999 | BITUMINOUS MATERIAL ADJUSTMENT | L.S. | 1.0 | \$20,000.00 | \$20,000.00 |
| 990 | ALLOWANCE-PERMITS | L.S. | 1.0 | \$640.32 | \$640.32 |