

## SECTION 00400 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 3 day of ~~April~~ <sup>May</sup> 2022 by and between the **City of Doral** (hereinafter called the "CITY") and **H & R Paving, Inc.** (hereinafter called "CONTRACTOR") located at: 1955 NW 110 Avenue, Miami, FL 33172

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of ***"ITB No.2022-03 - Intersection improvements along NW 58th street at NW 112 and NW 114 Avenue*** all in accordance with the construction drawings.

### ARTICLE 2 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is **Carlos Arroyo, Public Works Director**, at City of Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

2.2 The CITY'S ARCHITECT referred to in any of the Contract Documents designated herein is \_\_\_\_\_, \_\_\_\_\_.

2.3 The CITY'S ENGINEER referred to in any of the Contract Documents designated is **Herman Tirado, P.E.**, at EAC Consulting, Inc., 5959 Blue Lagoon Drive, Suite 410, Miami, Florida 33126 for the design of NW 24<sup>th</sup> Terrace (NW 89 Pl-NW 25 St).

2.4 The CITY'S ENGINEER referred to in any of the Contract Documents designated is **Lazaro Ferrero, P.E.**, A&P Consulting Transportation Engineers, 8935 NW 35<sup>th</sup> Lane, Suite 200, Doral, Florida 33172 for the design of NW 89<sup>th</sup> Place (NW 25 St-NW 21 St).

### ARTICLE 3 – TERM

3.1 Contract Times. Contract Time will commence on the date the Agreement is executed and shall continue consequently for a period of **one hundred and fifty (150) calendar days**. Work shall be completed ("Final Completion") and shall be ready for final payment in accordance with the Contract Documents within thirty (30) calendar days from the date substantial completion is accepted

3.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless

terminated earlier pursuant to Section 00710 – General Conditions, Article 12, Suspension of Work and Termination.

**3.3** Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00710 – General Conditions, Article 13, CONTRACTOR's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

**3.4** Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY \$1,665.00 for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$1,665.00 for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

**3.5** Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion CONTRACTOR services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

**3.6** Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged the CONTRACTOR shall be liable for said amount.

#### **ARTICLE 4 – CONTRACT PRICE**

**4.1** CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

**4.1.1** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

4.3 A cost breakdown (schedule of values) shall be submitted to the Engineer by the CONTRACTOR for approval by the Engineer within seven days after notification of award of Contract. The schedule of values shall be used as the basis for making progress payments and for determining the cost of extra work where the extra work is an increase in the quantity of work included in the cost breakdown. The cost breakdown shall be complete, with each item of materials, equipment and supplies listed, together with the quantity and price thereof, the sum of which shall be equal to the aggregate sum prices bid for "materials, equipment and supplies". The breakdown shall include a separate column of figures which shall be the cost of installation of the above items, which cost shall include prorated share of bonds, insurance, overhead and profit. The sum of this second column of figures shall be equal to the aggregate sum prices bid for "all other costs incurred in completing the project". Any item(s), as determined by the City to be unbalanced, will not be acceptable.

The CONTRACTOR shall retain a copy of the cost breakdown in their files for reference purposes.

## **ARTICLE 5 – PAYMENT PROCEDURES**

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 00710 - General Conditions, Article 11, Payments to CONTRACTOR and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a City of Doral Release of lien Form (Exhibit E), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. CONTRACTOR shall also provide a partial release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit D). CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

**5.3** The CONTRACTOR agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 00710 - General Conditions, Article 11, Payments to CONTRACTOR and Completion.

**5.3.1** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

**5.4** The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

**5.5** The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a City of Doral Release of lien Form (Exhibit J), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR shall also provide a final release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit I). The CONTRACTOR may, if any Subcontractor, materialmen, supplier, or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property Owner, person or entity CITY may be required to indemnify against any lien or claim.

**5.6** Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

#### **ARTICLE 6 – INSURANCE/INDEMNIFICATION.**

**6.1** Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

**6.2** Indemnification. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

#### **ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS.**

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

**7.1** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

**7.2** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**7.3** CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

**7.4** CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**7.5** The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

**7.6** The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**7.7** The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.8** The CONTRACTOR warrants the following:

**7.8.1** Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service

under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

**7.8.2 Anti-Kickback:** The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**7.8.3 Licensing and Permits:** The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

**7.8.4 Public Entity Crime Statement:** The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

#### **ARTICLE 8 – CONTRACT DOCUMENTS.**

**8.1** The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors, and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

**8.1.1** Change Orders.

**8.1.2** Field Orders.

**8.1.3** Contract for Construction.

**8.1.4** Exhibits to this Contract.

**8.1.5** General Conditions Section 00710.

**8.1.6** Supplementary Conditions Section 00720.

**8.1.7** Any federal, state, county or City permits for the Project

**8.1.8** Special Condition Section 0400810

**8.1.9** Specifications and Drawings provided

- 8.1.10** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.1.15** The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [x], does not [] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

## **ARTICLE 9 – MISCELLANEOUS**

**9.1** Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

**9.2** Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**9.3** CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**9.4 Severability.** Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

**9.5 Remedies.** If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

**9.6 Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

**9.7 Inspection and Audit.** During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

**9.8 Night work or weekend work** may be required for various areas within the project limits. The Contractor is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night, early morning, or weekend hours). The Contractor shall give a minimum of 72 hours' notice to the Owner when tie-ins with the existing plant utilities are required.

**9.8.1** For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY 3 days in advance. The CITY will provide inspection services for all overtime work request and the CONTRACTOR shall pay for inspection services, no exceptions.



Similarly, holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

**9.8.2** Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for "normal" work hours, days, etc. Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

**9.9** Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

**9.10** Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY:

Hernan M. Organvidez, Interim City Manager  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

WITH COPY TO:

Luis Figueredo, Esq.  
City Attorney  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

FOR CONTRACTOR:

H & R Paving, Inc.  
1955 NW 110 Avenue  
Miami, FL 33172

**9.11** WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

9.12 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

9.13 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the 3<sup>rd</sup> day of May, 2022, and by HFR Paving, Inc (CONTRACTOR), signing by and through its \_\_\_\_\_, duly authorized to execute same.

WITNESS

By: [Signature]  
(Signature and Corporate Seal)

LUCRECIA GONZALEZ - Sec / TRS  
(Print Name and Title)

CONTRACTOR

[Signature]  
(CONTRACTOR)

[Signature]  
(Signature)

PAUL GONZALEZ - President  
(Print Name and Title)

3 day of May, 2022

ATTEST

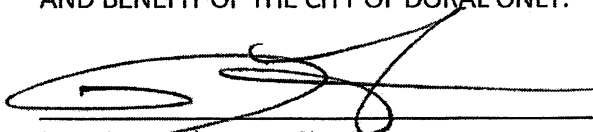
[Signature]  
Connie Diaz, City Clerk

CITY OF DORAL

[Signature]  
Hernan M. Organvitez, Interim City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND BENEFIT OF THE CITY OF DORAL ONLY:

A handwritten signature in black ink, appearing to read 'Luis Figueredo', is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke.

Luis Figueredo, Esq., City Attorney

*(\* In the event that the CONTRACTOR is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

HOR PAVING INC.

this the 21<sup>st</sup> day of April, 2012

By:  Raul Gonzalez

Title: President.

You are required to return an acknowledged copy of this Notice of Award to the City.

# ALTER SURETY GROUP, INC.

## Bond Department - Public Works Bond

**In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.**

Bond Number: 47-SUR-300220-01-0003

Contractor H&R Paving, Inc.  
Address & 1955 NW 110th Avenue Miami, FL 33172  
Phone No.: 305-592-6079

Surety Berkshire Hathaway Specialty Insurance Company  
Address & 1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944  
Phone No.: 770-625-2516

Owner Name: City of Doral  
Address & 8401 NW 53rd Terrace Doral, FL 33166  
Phone No.: 305-593-6730

Contracting Public Entity  
(if different from the owner)  
Address &  
Phone No.:

Contract/Project Number: ITB No. 2022-03

Project Name: Intersection Improvements along NW 58th street at NW 112th and NW 114th Avenue

Project Location: along NW 58th street at NW 112th and NW 114th Avenue

Legal Description  
And Street Address: along NW 58th street at NW 112th and NW 114th Avenue

Description of Improvement: Intersection Improvements

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

**This is the *front page* of the bond.  
All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.**

**SECTION 00600 - BONDS AND CERTIFICATES**

**SECTION 00612 - FORM OF PAYMENT BOND**

Bond Number: 47-SUR-300220-01-0003

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, H&R Paving, Inc. as Principal, hereinafter called Contractor, and Berkshire Hathaway Specialty Insurance Company, as Surety, are bound to the City of Doral, Florida as Obligee, hereinafter called City, in the amount of Dollars (\$296,231.70 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB No. 2022-03 13, awarded the 20th day of April, 2022 with the City of Doral for Intersection Improvements along NW 58th street at NW 112th and NW 114th Avenue, ITB No. 2022-03 in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney's fees including attorney's fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this 21st day of April, 2022

WITNESS:

H&R Paving, Inc.



By:



(Signature and Title)

*Paul Gonzalez - President*

(CORPORATE SEAL)

*Paul Gonzalez - President*

(Type Name and Title signed above)

WITNESS:

*H&R Paving, Inc.*

(Name of Corporation)

The provisions and limitation of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in sections 255.05(2) and 255.05(10), are incorporated in this bond by reference

Secretary

By: *Lucinda Gonzalez*  
(Type Name and Title signed above)  
*Lucinda Gonzalez - Sec/HRIS*

IN THE PRESENCE OF;



INSURANCE COMPANY: Berkshire Hathaway Specialty Insurance Company

By: *Warren M. Alter*

\*Agent and Attorney-in-Fact Warren M. Alter

Address: \_\_\_\_\_

1314 Douglas Street, Suite 1400

(Street) \_\_\_\_\_

Omaha, NE 68102-1944

(City/State/Zip Code) \_\_\_\_\_

770-625-2516

Telephone No.: \_\_\_\_\_

\* (Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the 21st day of April, 2022 before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by (name of corporate officer), \_\_\_\_\_ (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

\_\_\_\_\_

Notary Public, State of

\_\_\_\_\_



Printed, typed or stamped name of Notary  
Public exactly as commissioned

Personally known to me, or

Produced identification: \_\_\_\_\_

(type of identification produced)

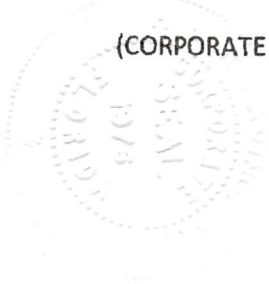
Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lucretia Gonzalez, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that JEAN GONZALEZ, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)



Lucretia Gonzalez  
(Name of Corporation)  
HOOR LIVING INC.

END OF SECTION

**SECTION 00614 - FORM OF PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

H&R Paving, Inc.

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and Berkshire Hathaway Specialty Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Two Hundred Ninety-six Thousand Two Hundred Thirty-one & 70/100 Dollars (\$ 296,231.70 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB No. 2022-03 awarded the 20th day of April, 2022, with City of Doral for Intersection Improvements along NW 58th street at NW 112th and NW 114th Avenue, ITB No. 2022-03 in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the Contractor:**

1. Fully performs the Contract between the Contractor and the City for: \_\_\_\_\_ Intersection Improvements along NW 58th street at NW 112th and NW 114th Avenue, ITB No. 2022-03 as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney’s fees including attorney’s fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
3. Upon notification by the City of Doral, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed their obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the

City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City of Doral to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 21st day of April, 2022

WITNESSES: \_\_\_\_\_

(Name of Corporation) H&R Paving, Inc.

By:    
Secretary (Signature and Title)

(CORPORATE SEAL)

PAUL GONZALEZ - President

(Type Name & Title signed above)

IN THE PRESENCE OF:

Berkshire Hathaway Specialty Insurance Company

INSURANCE COMPANY: \_\_\_\_\_



By:

*Warren M. Alter*

\*(Agent and Attorney-in-Fact)

Warren M. Alter

Address:

(Street)

1314 Douglas Street, Suite 1400 Omaha, NE 68102

(City/State/Zip Code)

Telephone No.: 770-625-2516

\* (Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the 21st day of April, 2022, before me, the undersigned

Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by (name of Corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

**WITNESS my hand**

**and official seal**

\_\_\_\_\_  
\_\_\_\_\_

**Printed, typed or stamped name of Notary Public  
exactly as commissioned**

**Notary Public, State of \_\_\_\_\_**

**Personally known to me, or**

**Produced identification:**

\_\_\_\_\_

**(type of identification produced)**

**Did take an oath, or**

**Did not take an oath**

\_\_\_\_\_

**Bonded by:** Berkshire Hathaway Specialty Insurance  
Company

**Power Of Attorney**  
**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
**NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Warren M. Alter, David T. Satine, Jonathan Bursevich, 5979 N.W. 151 Street, Suite 202 of the city of Miami Lakes, State of Florida, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,**



By: \_\_\_\_\_  
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By: \_\_\_\_\_  
David Fields, Vice President

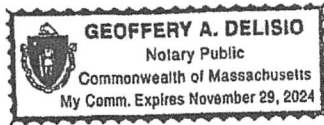
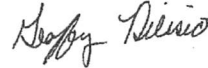


**NOTARY**

State of Massachusetts, County of Suffolk, ss:


On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

\_\_\_\_\_  
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 21, 2022.


  
\_\_\_\_\_  
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHHS Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED  
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claims.notifier@bhspecialty.com](mailto:claims.notifier@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



**RESOLUTION No. 22-59**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD INVITATION TO BID #2022-03 "INTERSECTION IMPROVEMENTS ALONG NW 58 STREET AT NW 112 AND NW 114 AVENUE" TO HR PAVING, IN AN AMOUNT NOT TO EXCEED OF \$296,231.70 WHICH INCLUDES A 10% CONTINGENCY FOR ANY UNFORESEEN CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in 2015 Miami-Dade County (MDC) passed Resolution R-729-15 for the completion of a study regarding the conversion of certain two-way roadways to one-way roadways to alleviate traffic congestion; and

**WHEREAS**, in line with this MDC Resolution the City explored the feasibility of converting NW 112<sup>th</sup> Avenue and NW 114<sup>th</sup> Avenue between NW 41<sup>st</sup> Street and NW 58<sup>th</sup> Street to one-way pair roads in order to increase capacity while incorporating complete street elements such as bicycle and transit lanes and on-street parking in order to support pedestrian, bicycle, and transit use and better serve the community; and

**WHEREAS**, the study evaluated the one-way pair alternative and targeted localized intersection improvements in order to address the deficiencies but due to highly negative socio-economic impact and a negative impact on expected performance the one-way pair option was ranked negatively and the City is intent on moving forward with the targeted localized intersection improvements; and

**WHEREAS**, on December 12, 2019, the Mayor and City Councilmembers adopted Resolution No. 19-312 (approved 5-0) to issue Work Order No. 8 to EAC Consulting, Inc. to provide professional engineering design services for the provision of intersection improvements along NW 112<sup>th</sup> and NW 114<sup>th</sup> Avenue as recommended in

the One-Way Pair Study; and

**WHEREAS**, on February 1, 2022, the City advertised ITB No. 2022-03 - Intersection Improvements along NW 58<sup>th</sup> Street at NW 112<sup>th</sup> and NW 114<sup>th</sup> Avenue to retain the services of a qualified General Engineering Contractor to construct the intersection improvements; and

**WHEREAS**, in response to ITB No. 2022-03 – “Intersection Improvements along NW 58<sup>th</sup> Street at NW 112<sup>th</sup> and NW 114<sup>th</sup> Avenue”, the City received seven (7) submittals by the March 1, 2022 deadline with all seven (7) firms meeting the required criteria; and

**WHEREAS**, H&R Paving Inc. was deemed the lowest responsive, responsible bidder; and

**WHEREAS**, respectfully requests that the Mayor and City Councilmembers to authorize the award of ITB No. 2022-03 – “Intersection Improvements along NW 58<sup>th</sup> Street at NW 112<sup>th</sup> and NW 114<sup>th</sup> Avenue” to H&R Paving in an amount not to exceed of \$296,231.70, which includes a 10% contingency for any unforeseen conditions, a copy of which is attached as Exhibit “A”; and

**WHEREAS**, funding for the construction of the intersection improvements along NW 58<sup>th</sup> Street at NW 112<sup>th</sup> and NW 114<sup>th</sup> Avenue is available in the Transportation Fund Improvement Streets Account, Account No. 101.80005.500633.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Approval.** The contract between the City and H&R Paving for the intersection improvements along NW 58<sup>th</sup> Street at NW 112<sup>th</sup> and NW 114<sup>th</sup> Avenue with an amount not to exceed \$296,231.70, which includes a 10% contingency for any unforeseen conditions, is approved as to form and legality by the City Attorney, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to negotiate and execute a Contract Agreement and expend budgeted funds on behalf of the City in furtherance hereof.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.


**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Cabral who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes


PASSED AND ADOPTED this 13 day of April, 2022.

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY