

RESOLUTION NO. 12-82

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH H & J ASPHALT, INC. FOR THE PROVISION OF CITY-WIDE STREET RESURFACING IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$750,000.00; RECOGNIZING THAT THIS AGREEMENT IS BASED ON THE AGREEMENT BETWEEN H & J ASPHALT, INC. AND THE CITY OF CORAL GABLES, FLORIDA WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2, ARTICLE V, OF THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, due to unforeseen delays with the City's current milling and resurfacing contractor, Staff recommends that a second contractor be selected to perform this work in order to keep the public roads in excellent condition and on schedule with the City's pavement maintenance and rehabilitation work plan; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with H & J Asphalt, Inc. (H&J) for the provision of city-wide street resurfacing improvements in an amount not to exceed \$750,000.00; and

WHEREAS, Staff further requests that the City Council recognize that this agreement is based on the agreement between H&J and the City of Coral Gables, Florida (Exhibit A) which was competitively entered into in a manner similar to that set forth in Chapter 2, Article V, of the City Code.

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

Section 1. The City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into an agreement with H & J Asphalt, Inc. (H&J) for the provision of city-wide Street resurfacing improvements in an amount not to exceed \$750,000.00.

Section 2. The City Council recognizes that this agreement is based on the agreement between H&J and the City of Coral Gables, Florida (Exhibit A) which was competitively entered into in a manner similar to that set forth in Chapter 2, Article V, of the City Code.

Section 3. This Resolution shall become effective immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilmember Luigi Boria	Yes
Councilmember Pete Cabrera	No
Councilmember Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11th day of June, 2012.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JIMMY L. MORALES, CITY ATTORNEY

EXHIBIT “A”



The City of Coral Gables

Public Works Department
2800 SW 72 AVENUE
MIAMI, FLORIDA 33155

April 26, 2012

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

VIA FAX & CERTIFIED MAIL

Re: Letter of Award
Citywide Street Resurfacing Improvements- Phase 1
IFB No. 2012.03.02

Dear Mr. Lorenzo:

The contract for the above mentioned project has been awarded by the Coral Gables City Commission to your organization in the amount of \$2,085,455.91 (Two Million Eighty Five Thousand Four Hundred Fifty Five Dollars and 91 Cents). This includes the Base Bid plus Alternate 1.

Enclosed please find the Contract and the Payment/Performance Bond Forms. Please execute these documents and return the originals to us within (10) days form the date of this letter. Please date only the spaces not preceded by an asterisk (*), as the City will fill in this date when executing the Contract.

In addition, and as per the Project Manual guidelines, please submit the required insurance documents. It is important that your insurance agent becomes familiar with the required coverage and limits of each policy as well as the endorsements that must be submitted to meet the requirements of the contract.

As soon as the Contract is executed by the City, one copy will be returned to you and a pre-construction meeting will be scheduled where a Notice to Proceed will be issued.

Sincerely,

Ernesto R. Pino, R.A.
Assistant Public Works Director

Enc.

cc: Glenn Kephart, P.E., Public Works Director
Michael Pounds, Chief Procurement Officer
Ludwik Janiga, Civil Engineer

CONTRACT

THIS CONTRACT made and entered into on the (*) _____ day of _____, A. D., 20____, by and between the City of Coral Gables, Florida, the first party, and _____, the second party.

WITNESSETH: That the second party, for the consideration hereinafter fully set out, hereby agrees with the first party as follows:

1. That the second party shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation, labor and all other requirements contained in IFB No. 2012.03.02 necessary to perform the following work in accordance with the Plans and Specifications, therefore the Invitation for Bid package, all of which are hereby a part hereof by reference as is fully set forth herein, at the following described location.

**CITYWIDE STREET RESURFACING
IMPROVEMENTS - PHASE I - IFB 2012.03.02
CORAL GABLES, FLORIDA**

2. That the second party shall commence and complete the work and all other requirements contained in IFB No. 2012.03.02 to be performed under this contract as set forth in the Bid.

3. The first party hereby agrees to make payment to the second party for the faithful performance of this contract, subject to additions and deductions as provided in the Plans and Specifications or Bid, by cash, as follows:

a. The first party shall make partial payments to the second party within 30 days of receipt of an estimate duly certified and approved by the City Manager, of work performed during the preceding calendar month by the second party, less ten percent (10%) of the amount of such estimate which is to be retained by the first party until all work has been performed strictly in accordance with this contract and until such work has been accepted by the first party.

b. Upon submission by the second party of evidence satisfactory to the first party that all payrolls, material bills and other costs incurred by the second party in connection with the construction of the work have been paid in full, final payment on the account of this contract shall be made within thirty (30) days after the completion by the second party of all work covered by this contract and the acceptance of such work by the first party.

4. That the second party shall perform all conditions and work according to all procedures specified in the Invitation for Bid package, which shall become part hereof as Exhibit "A" to this agreement.

* To be dated by the City of Coral Gables

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written in four (4) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

Approved as to Insurance:

Funds Appropriated:

AS TO CITY:

Michael Sparbor
Risk Manager Administrator

Diana M. Gomez
Finance Director

Patrick G. Salerno
City Manager

Approved by
Department Director or head of the
Negotiations team as to
the negotiated business terms:

ATTEST:

Glenn R. Kephart
Public Works Director

Walter J. Fosman
City Clerk

Approved as to compliance with
the Procurement Code

APPROVE AS TO FORM AND
LEGAL SUFFICIENCY:

Michael P. Pounds
Chief Procurement Officer

Craig Leen
City Attorney

WITNESSES: (If Sole Ownership or
Partnership, Two (2) Witnesses
required. If Corporation, Secretary
only will attest and affix seal).

PRINCIPAL:

(1) _____

Name of Firm

(2) _____

Signature of Authorized Officer

Title

ATTEST:

By

Title

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(SURETY)

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)SS
CITY OF CORAL GABLES)

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, and

_____ a corporation organized under the Laws of the State of _____ with its home office in the City of _____ as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligor), are held and firmly bound unto the City of Coral Gables, a municipal corporation of Florida, acting by and through the CORAL GABLES CITY COMMISSION, 405 Biltmore Way, Coral Gables, Florida 33134 (305) 460-5000 and their successors, in office, hereinafter called the Obligees, in the sum of \$ _____ lawful money of the United States of America, for the payment whereof to the Obligees, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20 _____.

WHEREAS the Principal and Obligees are entering into a written contract, hereinafter called the Contract for

_____ as evidenced by Contract Plans and Specifications made a part thereof and entered into between the Principal and the Obligees on the _____ day of _____, 20 _____, a copy of which Contract may be attached and is hereby referred to and made a part thereof.

• To be dated by the City of Coral Gables, Obligated.

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligated for all loss that the Obligated may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

Contractor's Performance and Payment Bond (Surety)

1. Said Principal (Contractor) shall well and truly perform, carry out, and abide by all the terms, conditions and provisions of said contract and building complete the structures therein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Obligeo and hold it harmless or, from and against any and all liability, loss, cost, damage or expense thereof by reason of any negligence, default, and/or misconduct on the part of the said Contractor and _____ agents, servants, and/or employees, in, about, or on account of the construction of said Contract by the said Contractor, and shall repay to and reimburse to the Obligeo promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligeo on account of the failure and/or refusal of said Contractor to carry out, do, perform, and /or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying the Principal, labor, materials, and supplies used directly or indirectly by the Principal or any subcontractor(s) of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this Bond has been executed as disclosed by the text of this Bond, and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural or artificial, supplying labor, materials, or supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this Bond as if he or they were the Obligeo(s) herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligeos hereof.

4. Each and every suit brought against the Obligor upon this Bond in which the plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this _____ day of _____, 20_____.

APPROVED AS TO FORM:

City Attorney

Contractor's Performance and Payment Bond (Surety)

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signatures of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Firm) A Partnership

BY _____
Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

Correct Name of Corporation

Contractor's Performance and Payment Bond (Surety)

By _____

President
(Corporate Seal)

(Name of Surety)

(Address of Surety)

By _____

NOTE: If both Principal and Surety are Corporations, the respective corporate seals should be affixed and attached.

Contractor's Performance and Payment Bond (Surety)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF CORAL GABLES }

Before me, a Notary Public duly commissioned, qualified and acting, personally, appeared;

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Coral Gables, a municipal Corporation of Florida.

Subscribed and sworn to before me this _____ day of _____, A.D., 20

Notary Public State of Florida at Large

My Commission Expires _____

CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-261-1601

SECTION 4

Invitation for Bid (IFB) No 2012.03.02

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Respondent or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

4.2.2 INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- 4.2.3.1 Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.
- 4.2.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance, with the following limits:
- 4.2.3.2.1 Workers' Compensation - Coverage A**
Statutory Limits (State of Florida or Federal Act)
- 4.2.3.2.2 Employers' Liability - Coverage B**
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit
- 4.2.3.3 Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:
- 4.2.3.3.1 Each Occurrence Limit - \$1,000,000**
- 4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000**
- 4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000**
- 4.2.3.3.4 General Aggregate Limit - \$2,000,000**
- 4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000**
- 4.2.3.4 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:
- 4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000**
- 4.2.3.4.2 Any Auto (Symbol 1)**
- 4.2.3.4.3 Hired Autos (Symbol 8)**
- 4.2.3.4.4 Non-Owned Autos (Symbol 9)**

4.2.3.5 Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The Insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

4.2.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

4.2.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

4.2.4.4 Property Insurance

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

4.2.5.1.1 Additional Insured status provided on a primary & non-contributory basis

4.2.5.1.2 Waiver of Subrogation

4.2.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

- 4.2.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.
- 4.2.5.3 The City of Coral Gables shall be named as a Loss Payee and Additional Insured on all Property and/or Inland Marine Policies as their interest may appear.

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

- 4.2.6.1 The following documents must be provided to the City;
- 4.2.6.1.1 A Certificate of Insurance containing the following information:
- 4.2.6.1.1.1 Issued to entity contracting with the City
 - 4.2.6.1.1.2 Evidencing the appropriate Coverage
 - 4.2.6.1.1.3 Evidencing the required Limits of Liability required
 - 4.2.6.1.1.4 Evidencing that coverage is currently in force
 - 4.2.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.
- 4.2.6.1.2 A copy of each endorsement that is required by the City
- 4.2.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf
- 4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.
- 4.2.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Bidders are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to msparber@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables – Insurance Compliance at (951) 652-2883.

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

**City of Coral Gables
Insurance Compliance
PO Box 12010 -CE
Hemet, CA 92546-8010**



**CITY OF CORAL GABLES
REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE**

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related Insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

- A Certificate of Insurance is attached and the following information is contained therein:
 - The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
 - The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Insurance Compliance
PO Box 12010 - CE • Homet, CA 92546-8010
 - The special provisions section of the Certificate of Insurance contains language affirming that:
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

- Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:
 - Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
 - Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
 - Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.
- Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:
 - Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
 - Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
 - Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.
- Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:
 - Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
 - Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 6

Invitation for Bid (IFB) No 2012.03.02

6.0: BID PRICING SCHEDULE

Bid Pricing Schedule Form

Bidder should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a bid from further consideration.

Bidder shall submit a Bid expressing its interest in providing the services described herein. To receive consideration, this Invitation for Bid must be submitted in its entirety, with all forms executed. Bids must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Bidder must be initialed. Any additional information to be submitted as part of the Bid may be attached behind the Bid Pricing Schedule Form. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

BIDDERS NAME: H & J Asphalt, Inc
CONTACT NAME / TITLE: Humberto Lomana - President
SIGNATURE: [Signature] DATE: 3/20/12
ADDRESS: 4310 N.W. 35th Avenue, Miami, FL 33142
TELEPHONE 305-634-3342 FACSIMILE 305-634-3343 EMAIL: hjasphd@bellsouth.net

BIDDER: H&S Asphalt, Inc.

6.1 BID PRICING SCHEDULE

Bid prices stated in the bid include all costs and expenses for taxes, labor, equipment, materials, contractors overhead and profit. The quantities for payment under this Contract will be determined by actual measurement of the completed items in place, ready for service and accepted by the Owner.

BASE BID ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	Mobilization	1	LS	\$ 12,000. ⁰⁰	\$12,000. ⁰⁰
1.02	Maintenance of Traffic	1	LS	\$ 7,000. ⁰⁰	\$ 7,000. ⁰⁰
1.03	Milling Existing Asphalt 1" Depth	78,001	SY	\$ 1.85	\$144,301.85
1.04	Type S-III Asphalt Concrete (1-inch) Overlay (including tack coat, temporary striping and traffic signal loops)	220,721	SY	\$ 5.50	\$ 1,213,965.50
1.04A	Adjustment of manhole lids and valve covers	1	LS	\$ 4,000. ⁰⁰	\$ 4,000. ⁰⁰
1.04B	Pot hole Repair (Remove and dispose of existing asphalt, scarify existing base a minimum of 4" deep, install or remove lime rock base as needed including prime and tack coats	1	LS	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
1.05A	Type S-III Asphalt Concrete for Leveling	2,390	TN	\$ 89. ⁰⁰	\$212,710. ⁰⁰
1.05B	Type S-III Asphalt Concrete for Driveway Overlay	2,118	TN	\$ 90. ⁰⁰	\$ 190,620. ⁰⁰
1.06	Remove and Reconstruct Type "A" Curb and Gutter	235	LF	\$ 16. ⁰⁰	\$ 3,760. ⁰⁰
1.07	6" White Solid Thermoplastic Stripe	6,804	LF	\$ 1. ⁰⁰	\$ 6,804. ⁰⁰
1.08	6" Yellow Solid Thermoplastic Stripe	4,468	LF	\$ 1. ⁰⁰	\$ 4,468. ⁰⁰
1.09	12" White Solid Thermoplastic Stripe	610	LF	\$ 2.50	\$ 1,525. ⁰⁰
1.10	10'-30' Skip 6" White Thermoplastic Stripe	6,890	LF	\$ 1. ⁰⁰	\$ 6,890. ⁰⁰
1.11	24" White Solid Thermoplastic Stripe with 50-100 LF of Double Yellow and RPM	207	EA	\$ 3.50	\$ 724.50
1.12	Root Cutting and Removal to a depth of 12" and restoration of lime rock base	1	LS	\$ 4,000. ⁰⁰	\$ 4,000. ⁰⁰
1.13	Contingency Amount	1	LS	\$145,000	\$145,000

Total Base Bid (Items 1.01 to 1.13)
One million three hundred and eighty-four thousand seven hundred and eighty-five
 Dollars and *eighty-five* Cents
 \$1,384,785

BIDDER: H/S Asphalt, Inc

6.2 BID PRICING SCHEDULE

ADDITIVE BID ALTERNATE

#1 ITEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.01	Demolish and replace 6" Concrete Sidewalk (<u>Wallace St</u> from SW 8 th St to Venetia Terrace).	17,550	SF	\$5.25	\$92,137.50
2.02	Milling Existing Asphalt 1" Depth (<u>Wallace St</u> from SW 8 th St to Venetia Terrace).	3,703	SY	\$1.85	\$6,850.55
2.03	Type S-III Asphalt Concrete (1-inch) Overlay (including tack coat, temporary striping and traffic signal loops) (<u>Wallace St</u> from SW 8 th St to Venetia Terrace).	3,703	SY	\$6.67	\$24,699.01
2.03A	Adjustment of manhole lids and valve covers.	1	LS	\$1,000. ⁰⁰	\$1,000. ⁰⁰
Additive Bid Alternate #1 (Items 2.01 to 2.03) <i>One hundred twenty-four thousand six hundred eighty-seven</i> Dollars and <i>six</i> Cents					\$124,687.06

BIDDER: H/S Asphalt, Inc

6.3 BID PRICING SCHEDULE

ADDITIVE BID ALTERNATE

#2 ITEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.04	Milling Existing Asphalt 1" Depth (<u>Alcazar Ave</u> from Salzedo St to Alhambra Cir).	5,708	SY	\$ 1.85	\$ 10,559.80
2.05	Type S-III Asphalt Concrete (1-inch) Overlay (including tack coat, temporary striping and traffic signal loops) (<u>Alcazar Ave</u> from Salzedo St to Alhambra Cir).	5,708	SY	\$ 6.67	\$ 38,072.36
2.05A	Adjustment of manhole lids and valve covers.	1	LS	\$ 1,000-	\$ 1,000.00
2.06	6" White Solid Thermoplastic Stripe (<u>Alcazar Ave</u> from Salzedo St to Alhambra Cir).	2,348	LF	\$ 0.90	\$ 2,113.20
2.07	24" White Solid Thermoplastic Stripe with 50-100 LF of Double Yellow and RPM (<u>Alcazar Ave</u> from Salzedo St to Alhambra Cir).	4	EA	\$ 95.00	\$ 380.00
Additive Bid Alternate #1 (Items 2.04 to 2.07) <i>Fifty two thousand one hundred twenty-five</i> Dollars and <i>thirty-six</i> Cents					<i>\$52,125.36</i>

HL/3/2012

BIDDER: H/S rdsgull, Inc

6.4 BID PRICING SCHEDULE

ADDITIVE BID ALTERNATE

#3 ITEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.08	Milling Existing Asphalt 1" Depth (<u>Salzedo St</u> from Majorca Ave to Alcazar Ave).	3,645	SY	\$ 1.85	\$6,743.25
2.09	Type S-III Asphalt Concrete (1-inch) Overlay (including tack coat, temporary striping and traffic signal loops) (<u>Salzedo St</u> from Majorca Ave to Alcazar Ave).	3,645	SY	\$ 6.67	\$24,312.15
2.09A	Adjustment of manhole lids and valve covers.	1	LS	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
2.10	6" White Solid Thermoplastic Stripe (<u>Salzedo St</u> from Majorca Ave to Alcazar Ave)	1,476	LF	\$ 1.00	\$ 1,476. ⁰⁰
2.11	24" White Solid Thermoplastic Stripe with 50-100 .LF of Double Yellow and RPM	4	EA	\$ 95. ⁰⁰	\$ 380. ⁰⁰
Additive Bid Alternate #3 (Items 2.08 to 2.11) <i>thirty-three thousand -</i> <i>nine hundred eleven</i> Dollars and <i>forty</i> Cents					\$ <u>33,911.40</u>