

SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 29 day of May 2017 by and between the City of Doral (hereinafter called the "CITY") and H&R Paving, Inc. (hereinafter called "CONTRACTOR") located at: 1955 NW 110 Ave. 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 *Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements*, 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, Assistant Public Works Director/Chief of Construction, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

2.2 The CITY’s ARCHITECT referred to in any of the Contract Documents designated herein is N/A, N/A.

2.3 The CITY’s ENGINEER referred to in any of the Contract Documents designated herein is Jorge Gomez, P.E., Public Works Director, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

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 **three hundred and sixty-five (365) calendar days**. Work shall be completed ("Final Completion") on the date specified in each Work Order 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 12, 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 \$1,584.00 for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR neglects, refuses, or fails to complete the remaining Work within the time specified in Section 3.1 for final completion and readiness for final payment, unless a proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$1,584.00 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. The CONTRACTOR shall provide the Work at a not to exceed amount of \$2,187,880.34 Two million one hundred eighty seven thousand eight hundred eighty with thirty four cents, .
(written amount)

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.

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 form approved by the CITY, 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.

5.3 The CONTRACTOR agrees that ten percent (10%) 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 the Project As-Built and complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, 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 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 Supplementary Conditions.

8.1.6 General Conditions.

8.1.7 Any federal, state, county or city permits for the Project

8.1.8 Specifications bearing the title: Miami-Dade County and FDOT Standards.

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general title: Milling and Resurfacing.

- 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 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.

9.9 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: Edward Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO: Daniel A. Espino, Esq., City Attorney
Weiss, Serota, Helfman, Cole, & Bierman, PL
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

FOR CONTRACTOR: Abe Rodriguez, President
H&R Paving, Inc.
1955 NW 110 Ave.
Miami, FL 33172

9.10 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.

9.11 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.

9.12 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 8th day of March, 2017, and by H&R Paving, Inc. (Contractor), signing by and through its President, duly authorized to execute same.

WITNESS

By: [Signature]
(Signature and Corporate Seal)

Lucrecia Gonzalez - Sec/Treas.
(Print Name and Title)

CONTRACTOR

H&R PAVING INC
(Contractor)

[Signature]
(Signature)

RAUL GONZALEZ - President
(Print Name and Title)

22 day of May, 2017.

ATTEST

[Signature]
Connie Diaz, City Clerk

CITY OF DORAL

[Signature]
Edward Rojas, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF DORAL ONLY:

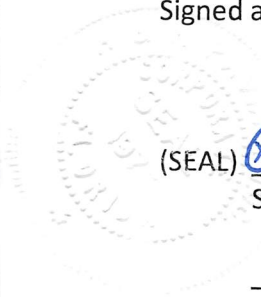
[Signature]
Daniel Espino, City Attorney

(* 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.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lucrecia Gonzalez, certify that I am the Sec/Treas. of HAAL PAVING and that RAUL Gonzalez, who signed the Bid with the City of Doral, Miami-Dade County, Florida for ITB- 246-43, is President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 4th day of May, 2017

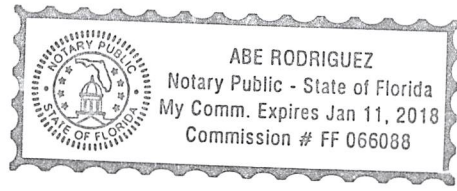
(SEAL)  Lucrecia Gonzalez
Signature
Lucrecia Gonzalez
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 4th day of MAY, 2017

My Commission Expires: 2018
[Signature]

Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, PAUL GONZALEZ, certify that I am the President of HAR PAVING, who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled FTB-2016-43, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

⊗ [Signature] PAUL GONZALEZ President
(Signature) (Typed Name) (Title)

⊙ [Signature] MANUEL GONZALEZ Sec/Treas
(Signature) (Typed Name) (Title)

(Signature) (Typed Name) (Title)

Signed and sealed this 4th day of MAY, 2016

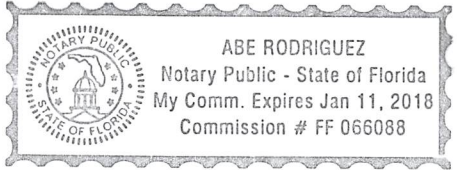
(SEAL) [Signature]
Signature
PAUL GONZALEZ - President
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 4th day of MAY, 2017

My Commission Expires: 2018
[Signature]

Notary Public



SECTION 00510 – NOTICE OF AWARD

To: H&R Paving, Inc.
1955 NW 110 Ave.
Miami, FL 33172

PROJECT DESCRIPTION: City of Doral Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements, ITB #2016-43 in accordance with Contract Documents as prepared by the City

and

The City has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements, ITB #2016-43, in a not to exceed amount of \$2,187,880.34,

Two Million One Hundred Eighty-Seven Thousand Eight Hundred Eighty Dollars and Thirty Four Cents
(Written Amount)

You are required by the instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award and retain the Bid Security.

By: [Signature]
Title: City Manager

DAE

Dated this 22 day of May, 2017.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledge by

H&R Paving, Inc.

this the 3rd day of MAY, 2017

By:  _____

Title: G.M. _____

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

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

To: H&R Paving, Inc.
1955 NW 110 Ave.
Miami, FL 33172

Date: _____

PROJECT DESCRIPTION: **Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements, ITB #2016-43**, in accordance with Contract Documents as prepared by the City of Doral.

Site Number/Name: _____

Site Location: _____

You are hereby notified to commence all the work that conforms to the scope of work in accordance with the Contract Agreement dated_____. This work is to be completed in _____ calendar days, on or before_____, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the Agreement. The cost to perform the scope of work in accordance with the Agreement shall not exceed **\$2,187,880.34**.

City of Doral

By: _____
Edward Rojas

Title: City Manager

DAE

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,

This _____ day of _____, 20_____.

By: _____

Title: _____

END OF SECTION

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 PB12159900078

Contractor H & R Paving, Inc.
Address & 1955 NW 110th Avenue
Phone No. Miami, FL 33172
305-261-3005

Surety Philadelphia Indemnity Insurance Company
Address & One Bala Plaza, Suite 100
Phone No. Bala Cynwyd, PA 19004
610-617-7900

Owner Name City of Doral
Address & 8401 NW 53rd Terrace
Phone No. Doral, FL
305-593-6725

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

Contract/Project Number ITB #2016-43

Project Name Milling and Resurfacing of Bituminous Paving, Miscellaneous
Stormwater Improvements

Project Location Various locations, City of Doral, Florida

Legal Description Various locations, City of Doral, Florida
And Street Address

Description of Improvement: Milling and Resurfacing of Bituminous Paving, Miscellaneous
Stormwater 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

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 Philadelphia Indemnity Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Two Million One Hundred Eighty Seven Thousand Eight Hundred Eighty and 34/100 Dollars (\$ 2,187,880.34) 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# 2013-31, awarded the 8th day of March, 2017, with the City for City of Doral **Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements, ITB #2016-43**, 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 4th day of May, 2017.

WITNESS:

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.

By:

(Signature and Title)

(CORPORATE SEAL)

 (Type Name and Title signed above)

H & R Paving, Inc.

(Name of Corporation)

WITNESS:

Luisa Dwyer
 Secretary

By:

Paul Gonzalez
 (Type Name and Title signed above)

Paul Gonzalez - President

IN THE PRESENCE OF;

INSURANCE COMPANY: Philadelphia Indemnity Insurance Company

By:

David T. Satine
*Agent and Attorney-in-fact

Address: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

(Street)

(City/State/Zip Code)

Telephone No.: (610) 617-7900

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20____, 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
- Personally identification:


(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath

CERTIFICATES TO CORPORATE PRINCIPAL

I, Lucrecia Gonzalez, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that RAUL 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.

(COROPORATE SEAL)


⊗ Lucrecia Gonzalez
(Name of Corporation)
HARC SAVING INC.

END OF SECTION

SECTION 00614 - FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESES PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, H & R Paving, Inc. as Principal, hereinafter called Contractor, and Philadelphia Indemnity Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Two Million One Hundred Eighty Seven Thousand Eight Hundred Eighty and 34/100 Dollars (\$ 2,187,880.34) 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 #2016-43 awarded the 8th day of March, 2017, with the City of Doral for **Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements**, in accordance with drawings (plans) and specification 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. Fully performs the Contract between the Contractor and the City for **Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements, ITB #2016-43**, 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, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR** from the final acceptance notice.
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 City's 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

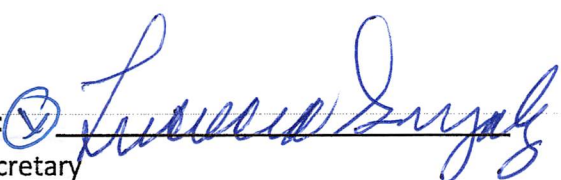
4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progress (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 that total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

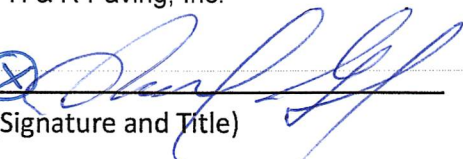
No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

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 Contractor of the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 4th day of May, 2017.

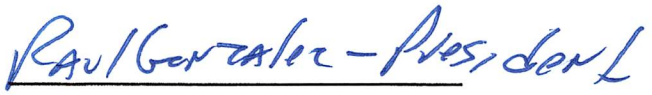
WITNESS: _____
(Name of Corporation)

By: 
Secretary

H & R Paving, Inc.

(Signature and Title)



(CORPORATE SEAL)


(Type Name & Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: Philadelphia Indemnity Insurance Company

By:

[Signature]
*Agent and Attorney-in-fact David T. Satine

Address:

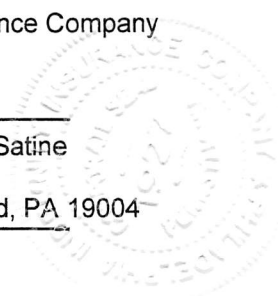
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

(Street)

(City/State/Zip Code)

Telephone No.:

(610) 617-7900



* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20____, 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
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath

Bonded by: Philadelphia Indemnity Insurance Company

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine and Warren M. Alter of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

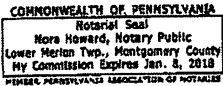
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of May, 20 17.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 00620

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral,

We Har Paving Inc, hereby acknowledge and
(General Contractor)

agree that we, as the General Contractor for the City of Doral, **Milling and Resurfacing of Bituminous Paving, Miscellaneous Stormwater Improvements, ITB #2016-43**, as specified, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of:

Big "D" Eng.
(Subcontractor's Name)

Highway Striping
(Subcontractor's Name)

to comply with such act or regulation.


By: (General Contractor)

Paul Gonzalez
Printed Name

END OF SECTION