Memorandum

MIAMI-DADE COUNTY

Date: September 21, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)

From: George M. Burgess
County Manager

Subject: Resolution Recommending Award in the Amount of $2,990,859.23 between Merkury Development and Miami-Dade County for the Model Cities Fire Rescue Station No. 2, Contract No. MDFRD-T-21, Project No. 376740-CON ESP Located within Commission District 2

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution for the Contract Award Recommendation for the Model Cities Fire Rescue Station No. 2 (Project No. 376740-CON ESP), in the amount of $2,990,859.23, inclusive of the Art in Public Places allowance of $32,984.45, between Merkury Development (Merkury) and Miami-Dade County. This project was approved and executed by the Clerk of the Board on June 25, 2010 pursuant to Section 2-8.2.7 of the Code of Miami-Dade County which governs the Economic Stimulus Plan (ESP) Ordinance. Although this project is listed in the ESP Ordinance, pursuant to Section 2-8.2.7(4)(d)(4) of the Code of Miami-Dade County as a result of a Bid Protest, the project is to be approved by the Board.

Scope

Model Cities Fire Rescue Station No. 2 project is located at 6460 NW 27 Avenue, Miami, Florida 33147 and will be done in three phases:

- **Phase I** will consist of the construction of an approximate 12,038 square feet, 3-bay fire rescue station with a 550 square feet covered patio and the required parking spaces.
- **Phase II A** (Option 1) is the demolition of the existing station and the construction of a training tower consisting of 1,408 square feet, including construction of part of the apron and fuel facility.
- **Phase II B** (Option 2), the final stage, is the construction of a 1,353 square feet training/classroom building and the completion of the apron.

Fiscal Impact/Funding Source

The fiscal impact will be approximately $2,990,859.23 and will be funded from Fire Impact Fees and Sunshine State Financing. The Base Contract amount is $2,094,251.00 for construction of Phase I, but the total allocated amount is $2,990,859.23, which is inclusive of the contingency ($104,712.55), dedicated allowances ($758,911.23) and Art in Public Places ($32,984.45). The Capital Budget Project Number is 376740, from the Adopted Capital Budget Book for FY 2009-2010, Book Page 19, and corresponding Funding Years beginning with Prior Years' Funds through FY 2010-2011.

The estimated annual operating costs are approximately $4,150,000.00 per year funded from Fire District ad valorem revenues. These costs are for units currently in service at this facility. The maintenance costs are approximately $167,800.00 per year for the Fire Station. Maintenance costs are $19,327.00 for Options 1 and 2. The Station maintenance costs are funded from Fire District ad

valorem revenues for the Fire Station currently in service, which will be replaced by the new facility; Options 1 and 2 would be additional costs to the Fire District.

Tracking Record / Monitor

Pursuant to the Firm History Report provided by the Department of Small Business Development, Merkury Development has been awarded five (5) contracts with the County within the last five years, for a total value of $7,918,544.59, with no change orders approved by the Board. The Office of Capital Improvements CIIS database shows Merkury having seven (7) performance evaluations for an average rating of 3.5 out of a possible 4.0 points showing satisfactory performance for the vendor. Following Miami-Dade County standard operating procedures, after award of this contract, a Pre-Construction meeting will be scheduled. This project will be assigned to Ms. Margarita Garces, Project Manager, for day-to-day responsibilities.

According to the Florida Department of State, Division of Corporations, Merkury's Company Principals are Paul A. Tolles, President and Ruben Alen, Vice President. The Company's address is listed as 7300 Biscayne Boulevard, Suite 204, Miami, Florida 33138 and they have been in business for twenty (20) years.

Background

In an effort to provide more effective and efficient facilities for the area, replacement of the existing Fire Rescue Station No. 2, construction of training classroom facility, training tower, and fueling facility was proposed. Model Cities is one of the busiest Fire Rescue Stations in the County located at 6460 N.W. 27th Avenue on an approximate two-acre parcel of land. The existing facility is obsolete; additional space is required to allow functional uses and to maximize efficiency in operations and general use.

Miami-Dade Fire Rescue Department (MDFRD) staff submitted the referenced project to the Department of Small Business Development's Review Committee. The Review Committee met on April 15, 2009 to review this project, and recommended an overall 25% Community Small Business Enterprise (CSBE) contract measure for this project, and a Community Workforce Program (CWP) goal of 10%. Since six months elapsed before the advertisement of the project, a re-submission was required on January 20, 2010 to confirm the goals established. As such, the CSBE measure of 25% remained the same but the CWP measure was changed to 11.80%.

MDFRD advertised this project on the Daily Business Review issued on March 5, 2010 and received 17 bids on April 7, 2010; all bids were deemed responsive as per the Department of Small Business Development. On April 9, 2010, MDFRD opened bid prices to find that Merkury Development (Merkury) was the apparent low, responsive, responsible bidder. In order to complete the Bid Evaluation, a Schedule of Values was requested and reviewed by the Design team and MDFRD personnel. The calculation of the difference between the Base Estimate amount and the Low Bidder's base bid is approximately 34% lower than the base estimate. On May 7, 2010 a public meeting was held, and further discussions between the Architect of Record and MDFRD continued. As a result, when considering the difference of the next lowest bidders' prices, MDFRD recommended awarding this contract to Merkury with the intention of selecting Options 1 and 2 as part of the project.

On June 30, 2010, a bid protest was filed with the Clerk of the Board by JCON Group, Corp. (JCON) on the subject project. JCON, the second lowest bidder, argued that the lowest bidder's bid was non-responsive because Merkury's bid was not properly calculated and that MDFRD corrected the bid amount, resulting in a total of $2,741,246.00; JCON's bid was for $2,751,518.22. JCON also argued that Merkury submitted a bid bond that did not meet the requirements of the Invitation to Bid (ITB); however, Merkury's Bid Bond was for 5% of the Bid Amount, meeting the ITB's requirements.

A bid protest hearing was held on July 22, 2010, with the Hearing officer issuing a ruling on July 30, 2010. The Findings of Fact and Recommendations of the Hearing Examiner were filed with the Clerk of the Board.

It was recommended that Bid Protest filed by JCON be denied and the Recommendation of Award by the County Manager to Merkury as the lowest responsive responsible bidder shall stand.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: September 21,2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
9-21-10

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $2,990,859.23 BETWEEN MERKURY DEVELOPMENT AND MIAMI-DADE COUNTY FOR PROJECT ENTITLED MODEL CITIES FIRE RESCUE STATION NO. 2, LOCATED WITHIN COMMISSION DISTRICT 2 (PROJECT NO. 376740-CON ESP; CONTRACT NO. MDFRD-T-21)

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award Recommendation in the amount of $2,990,859.23, inclusive of the Art in Public Places allowance of $32,984.45, between Merkury Development and Miami-Dade County for Project Entitled Model Cities Fire Rescue Station No. 2, Located within Commission District 2 (Project No. 376740-CON ESP; Contract No. MDFRD-T-21) in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner , who moved for its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barabara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairman thereupon declared the resolution duly passed and adopted this 21st day of September, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY THIS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

Memorandum

MIAMI-DADE COUNTY

Date: June 23, 2010

To: Diane Collins, Acting Division Chief
Clerk of the Board

From: George M. Burgess
County Manager

Subject: Notification of Manager's Intent to Award

This memorandum is the formal notification of the County Manager's intent to award the Model Cities Fire Rescue Station No. 2, Contract No. MDFRD-T-21; Project No. 376740-CON ESP to Merkury Development, pursuant to Section 2-8.4 of the Code of Miami-Dade County, Implementing Order 3-21 governing bid protest procedures and the relevant bid documents. The accompanying memorandum presents the material terms of the contract award recommendation and has been subject to review and approval by the Office of Strategic Business Management, the County Attorney's Office and the Office of Capital Improvements.

Filing the attached contract award recommendation with the Clerk of the Board begins the three (3) day period in which to file a bid protest.

Attachment

CLERK OF THE BOARD
2010 JUN 25 AM 9:26
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

Memorandum

MIAMI-DADE COUNTY

Date: 5/21/2010

To: George M. Burgess
County Manager

From: Herminio Lorenzo, Fire Chief
Director
Miami-Dade Fire Rescue Department

Attn: George Navarrete
~~Assistant~~ Director
Office of Capital Improvements

Subject: Contract Award Recommendation for Model Cities Fire Rescue Station No. 2 - Project No: 376740-CON ESP; Contract No: MDFRD-T-21, to Merkury Development

Recommendation

This Recommendation for Award for Construction contract number MDFRD-T-21 between Merkury Development and Miami-Dade County has been prepared by the Miami-Dade Fire Rescue Department and is recommended for approval pursuant to Section 2-8.2.7 of the Code of Miami-Dade County.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Model Cities Fire Rescue Station No. 2

PROJECT NO: 376740-CON ESP

CONTRACT NO: MDFRD-T-21

PROJECT DESCRIPTION:

Model Cities Fire Rescue Station #2 will be done in three phases.
Phase I will consist of the construction of an approximate 12,038 square feet, 3-bay fire rescue station with a 550 square feet covered patio and the required parking spaces.
Phase II A is the demolition of the existing station and the construction of a training tower consisting of 1,408 square feet, including construction of part of the apron and fuel facility.
The final stage, Phase II B, is the construction of a 1,353 square feet training/classroom building and the completion of the apron.

PROJECT LOCATION: 6460 NW 27 Avenue, Miami, Florida 33147

RECEIVED
2010 JUN 1 1 A 11: 35
CAPITAL IMPROVEMENTS

PROJECT SITES:	SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
	#72935	6460 NW 27 AVE 33147	2	$2,990,859.23	53-16-41

PRIMARY COMMISSION DISTRICT: District 2 Dorrin D. Rolle

APPROVAL PATH: Manager's Authority Economic Stimulus Plan

USING DEPARTMENT: Miami-Dade Fire Rescue Department

MANAGING DEPARTMENT: Miami-Dade Fire Rescue Department

Fiscal Impact / Funding Source

FUNDING SOURCES:

SOURCE	PROJECT NUM	SITE #
Sunshine State Financing	376740	#72935
Fire Impact Fees	376740	#72935

OPERATIONS COST IMPACT / FUNDING: Operating costs are approximately $4,150,000.00 per year funded from Fire District ad valorem revenues. These costs are for units currently in service at this facility.

MAINTENANCE COST IMPACT / FUNDING: Maintenance costs are approximately $167,800.00 per year for the Fire Station. Maintenance Costs are $19,327.00 for Options 1 and 2. The station maintenance costs are funded from Fire District ad valorem revenues for the Fire Station currently in service, which will be replaced by the new facility; Options 1 and 2 would be additional costs to the Fire District.

LIFE EXPECTANCY OF ASSET: 50 Years

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
376740- MODEL CITIES FIRE RESCUE STATION (STATION 2) Book Page:19 Funding Year: Adopted Capital Budget Book for FY 2009-2010, Prior Years' Funds through FY 2010-2011	$2,990,859.23

BID PACKAGES ISSUED: 30

BIDS RECEIVED: 17

CONTRACT PERIOD:	420 Days. Excludes Warranty Administration Period Time for construction of Fire Rescue Station (Phase I)			
CONTINGENCY PERIOD:	42 Days. Contingency for construction of Fire Rescue Station (Phase I)			
IG FEE INCLUDED IN BASE CONTRACT:	Yes			
ART IN PUBLIC PLACES:	Yes			
BASE ESTIMATE:	$3,187,120.00			
BASE CONTRACT AMOUNT:	$2,094,251.00	For construction of Fire Rescue Station (Phase I)		
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	New Construction	5%	$104,712.55	
PERMIT FEES :	$67,000.00	3.20%	of Base Contract	
OPTION NO. 1 - PHASE IIA - TRAINING TOWER AND DEMOLITION OF EXISTING STATION :	$410,387.00	0.00%	This option amount includes Contingency and AIPP Allowance. It is subject to funding availability. 160 Calendar Days must be added for Construction	
OPTION NO.2 - PHASE IIB - TRAINING / CLASSROOM FACILITY AND APRON :	$281,524.23	0.00%	This option amount includes Contingency and AIPP Allowance. It is subject to funding availability. 140 Calendar Days must be added for Construction	
SUB-TOTAL AMOUNT:	$2,957,874.78			
ART IN PUBLIC PLACES:	$32,984.45	1.5% of Base Contract and Contingency (Phase I)		
TOTAL AMOUNT:	$2,990,859.23			

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: Miami-Dade Fire Rescue Department (MDFRD) received 17 bids on April 7th, 2010; all bids were deemed responsive as per the Department of Small Business Development. On April 9th, MDFRD opened bid prices to find that Merkury Development was the apparent low, responsive, responsible bidder. In order to complete the Bid Evaluation, a Schedule of Values was requested and reviewed by the Design team and MDFRD personnel. The calculation of the difference between the Base Estimate amount and the Low Bidder's base bid is approximately 34% lower than the base estimate. MDFRD's review of the CIIS performance evaluation database shows

	Merkury Development having six (6) performance evaluations for an average rating of 3.5 out of a possible 4.0 points. After a public meeting was held on May 7th, further discussions between the Architect of Record and MDFRD continued. As such, when considering the difference of the next lowest bidders' prices, MDFRD recommends awarding this contract to Merkury Development. MDFRD intends to select Options 1 and 2 as part of the project.
BID OPEN DATE:	4/7/2010
BID BOND EXPIRES:	10/6/2010
BID VALID UNTIL:	10/6/2010
ESTIMATED NOTICE TO PROCEED:	7/1/2010
PRIME CONTRACTOR:	Merkury Development
COMPANY PRINCIPAL:	Paul A. Tolles, President - Ruben Alen, Vice President
COMPANY QUALIFIERS:	Paul A. Tolles.
COMPANY EMAIL ADDRESS:	ruben@merkurydevelopment.com
COMPANY STREET ADDRESS:	7300 Biscayne Boulevard, Suite 204
COMPANY CITY-STATE-ZIP:	Miami, Florida 33138
YEARS IN BUSINESS:	20 Years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Pursuant to the Firm History Report provided by the Department of Small Business Development, Merkury Development has been awarded five (5) contracts with the County within the last five years for a total value of $7,918,544.59, with no change orders approved by the BCC.
SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	Solares Construction, Inc., C.L.Elias Construction, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
STANDARD PAYMENT AND PERFORMANCE BOND:	Yes
REVIEW COMMITTEE:	**MEETING DATE:** 4/15/2009 **SIGNOFF DATE:** 4/15/2009 **RESUBMIT DATE:** 1/20/2010 **RESUBMIT SIGNOFF:** 1/20/2010
APPLICABLE WAGES: (RESOLUTION No. R-54-10)	Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	CSBE	25.00%	$549,740.89	
	CWP	11.80%	3	

MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Angel H. Lamela	(786) 331-4502	alamela@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Margarita Garces	786-331-4518	mgarces@miamidade.gov

Background

BACKGROUND: In an effort to provide more effective and efficient facilities for the area, replacement of the existing Fire Rescue Station No. 2, construction of training classroom facility, training tower, and fueling facility is proposed. Model Cities is one of the busiest Fire Rescue Stations in the County located at 6460 N.W. 27th Avenue on an approximate two-acre parcel of land. The existing facility is obsolete; additional space is required to allow functional uses and to maximize efficiency in operations and general use.

BUDGET APPROVAL FUNDS AVAILABLE:	OSBM DIRECTOR	6/3/10 DATE 5-28-10
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	6/14/10 DATE
CAPITAL IMPROVEMENTS CONCURRENCE: M.S.	OCI DIRECTOR	6/23/10 DATE
	ASSISTANT COUNTY MANAGER	6/23/10 DATE
CLERK DATE	DATE	

BIDDERS AFFIDAVIT

Date: April 7, 2010

RECEIVED
2010 JUN 21 A 11: 31
CAPITAL IMPROVEMENTS

Project No. 376740-CON ESP
Contract No. MDFRD-T-21
Project Name: MODEL CITIES FIRE RESCUE STATION No. 2

State of Florida)
) SS
County of Miami Dade)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Ruben Alen who after first being duly sworn, upon oath deposes and says that he is an authorized representative of Merkury Development

(Legal name, Corporation, Partnership, Firm, Individual)

herein after called the bidder, located at 7300 Biscayne Blvd. Suite 204 Miami, FL 33138 (address) that said bidder has visited the site of the work and has carefully examined the plans and specifications for said Project and checked them in detail before submitting his bid or proposal; and further, that the bidder or his agents, officers, or employees have not either directly or indirectly, made any agreement or participated in any collusion with other bidders, or representatives of Dade County, or otherwise taken any action in restraint of open competitive bidding in connection with his bid or proposal for said Project.

ATTEST: Ruben Alen
(Signature)

Merkury Development
(Legal name of bidder)

The foregoing instrument was acknowledged before me this 7th day of April, 20 10

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Ruben Alen having the title of Vice President
with Merkury Development
[X] a S corporation [ ] a partnership [ ] a joint venture, on behalf of the
[ ] corporation [ ] partnership [ ] joint venture.

He/She is [X] personally known to me, or
[ ] has produced _____ as identification

Notary Signature: Notary Seal:

NOTARY PUBLIC-STATE OF FLORI
Cheryl de Cespedes
Commission # DD806659
Expires: JULY 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Type or Print Name: Cheryl de Cespedes

This affidavit must be properly executed by the bidder and attached to his Proposal. Type all data.

00436

BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Ruben Alen (insert name of affiant) who being duly sworn states:

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

[X] is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

[ ] is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ April 7 20 10
Signature of Affiant — Date

Ruben Alen, Vice President — 0 / 6 - 1 / 2 / 9 / 0 / 0 / 5 / 5 /
Printed Name of Affiant and Title — Federal Employer Identification Number

Merkury Development
Printed Name of Firm

7300 Biscayne Blvd. Suite 204 Miami, FL 33138
Address of Firm

RECEIVED
2010 JUN 21 A 11: 33

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this 7th day of April, 2010

He/She is personally known to me or has presented _____ as identification.

Type of identification

Signature of Notary

Serial Number

Cheryl de Cespedes
Print or Stamp Name of Notary

Expiration Date

Notary Public – State of Florida

Notary Seal

NOTARY PUBLIC-STATE OF FLORIDA
Cheryl de Cespedes
Commission # DD806659
Expires: JULY 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Memorandum

MIAMI-DADE COUNTY

Date: May 19, 2010

To: Chief Herminio Lorenzo, Director
Miami Dade Fire Rescue Department

From: Penelope Townsley, Director
Department of Small Business Development

Subject: CSBE Compliance Review for Project No. MDFRD -T-21 Model Cities Fire Rescue Station

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The Department of Small Business Development (SBD) has completed its compliance review for the subject project with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is a 25% CSBE goal.

The Construction Contracts Section of the Miami Dade Fire Rescue Department has submitted bid documents from Merkury Development for compliance review.

Merkury Development, a certified CSBE firm, committed to perform general contracting and shell work at 12.5% with its own forces. Merkury Development has also submitted the required Schedule of Intent (SOI) Affidavit forms committing to utilize C.L. Elias, a certified CSBE firm, to perform finishes work at 9% and Solares Construction to perform masonry work at 3.5%. C.L. Elias and Solares Construction signed their respective SOI Affidavit forms confirming the information listed. Merkury Development has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CSBE program. The Construction Contracts Section of the Miami Dade Fire Rescue Department is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Keva L. Pace at (305) 375-3137.

PT: klp

cc: Alfonso Ledo, MDFRD
Margarita Garces, MDFRD
Patrice King, SBD

File

Dept. of Small Business Development
Project Worksheet

MIAMI-DADE COUNTY

Project/Contract Title: MODEL CITIES FIRE RESCUE STATION NO. 2 (SIC 15)
RC Date: 01/20/2010
Project/Contract No: MDFRD-T-21
Funding Source: FINANCE PACKAGE, MDFRD OUTLAY
Item No: 3-01
Department: MIAMI DADE FIRE RESCUE
Estimated Cost of Project/Bid: $4,509,226.00
Resubmittal Date(s): 04/15/2009
Description of Project/Bid: TO ESTABLISH A CONTRACT FOR THE CONSTRUCTION OF AN APPROXIMATE 12,038 SQ FT, 1-BAY FIRE RESCUE STATION WITH A 550 SQ FT COVERED PATIO AND THE REQUIRED PARKING SPACES AND FUEL FACILITY.

Contract Measures Recommendations

Measure	Program	Goal Percent
Goal	CSBE	25.00%
Workforce Goal	CWP	11.80%

Reasons for Recommendation

An analysis of the factors contained in Section VI C of Administrative Order 3-22 indicate that a 25% CSBE goal is appropriate for this project in the trade categories of Drywall and Insulation Contractors (textured finished, stucco - 3.11%); Painting and Wall Covering Contractors (painting - 2.01%); Plumbing, Heating and Air-Conditioning Contractors (plumbing - 3.83%, mechanical - 3.64%); Site Preparation Contractors (clearing and grubbing, earthwork, demolition - 5.35%) and Structural Steel and Precast Concrete Contractors (cast in-place concrete - 7.28%).

The estimated cost of this project is based on the base estimate plus contingency allowance. The total cost of this project is $4,660,501. This project was previously submitted before the 04/15/2009 Review Committee with a 25% CSBE goal and a 10% Community Workforce Program (CWP) goal. This project is being resubmitted due to a lapse in the 6 month period for advertisement.

CWP Estimated Workforce: 23
CWP Workforce Recommendation: 3

CWP Designated Target Areas: CDBG Eligible Block Groups, Target Urban Areas, Focus Areas, Enterprise Zones

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Structural Steel and Precast Concrete Contractors	CSBE	$328,271.65	7.28%	9
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$337,290.10	7.48%	23
Site Preparation Contractors	CSBE	$241,243.59	5.35%	21
Painting and Wall Covering Contractors	CSBE	$90,635.44	2.01%	30
Drywall and Insulation Contractors	CSBE	$140,236.93	3.11%	25
	Total	$1,137,677.72	25.23%	

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ] **Building:** YES [X] NO [ ]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 25% CSBE 11.8% CWP **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date 1/20/10

County Manager / Designee — Date 1/20/10

DBDR0090 v. 20100112

Dept. of Small Business Development
Project Worksheet

Project/Contract Title: MODEL CITIES FIRE RESCUE STATION NO. 2 (SIC 15)
RC Date: 04/15/2009
Project/Contract No: MDFRD-T-21
Funding Source: FINANCE PACKAGE, MDFRD OUTLAY
Item No: 3-02
Department: MIAMI DADE FIRE RESCUE
Estimated Cost of Project/Bid: $4,509,226.00
Resubmittal Date(s):
Description of Project/Bid: TO ESTABLISH A CONTRACT FOR THE CONSTRUCTION OF AN APPROXIMATE 12,038 SQ FT, 3-BAY FIRE RESCUE STATION WITH A 550 SQ FT COVERED PATIO AND THE REQUIRED PARKING SPACES AND FUEL FACILITY.

Contract Measure Recommendation

Measure	Program	Goal Percent
Goal	CSBE	25.23%
Workforce Goal	CWP	10.00%

Reason for Recommendation

An analysis of the factors contained in Section VI C of Administrative Order 3-22 indicate that a 25% CSBE goal is appropriate for this project in the trade categories of Drywall and Insulation Contractors (textured finished, stucco - 3.11%); Painting and Wall Covering Contractors (painting - 2.01%); Plumbing, Heating and Air-Conditioning Contractors (plumbing - 3.83%, mechanical - 3.64%); Site Preparation Contractors (clearing and grubbing, earthwork, demolition - 5.35%) and Structural Steel and Precast Concrete Contractors (cast in-place concrete - 7.28%).

The estimated cost of this project is based on the base estimate plus contingency allowance. The total cost of this project is $4,660,501.

This project is located within the Central Enterprise Zone, Model City Focus Area, Model City/Brownsville Target Urban Area (TUA), and the Model City CDBG Eligible Block Group.

CWP Estimated Workforce: 23
CWP Workforce Recommendation: 2

CWP Designated Target Areas: CDBG Eligible Block Groups, Target Urban Areas, Focus Areas, Enterprise Zones

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Structural Steel and Precast Concrete Contractors	CSBE	$328,271.65	7.28%	9
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	$337,290.10	7.48%	23
Site Preparation Contractors	CSBE	$241,243.59	5.35%	21
Painting and Wall Covering Contractors	CSBE	$90,635.44	2.01%	30
Drywall and Insulation Contractors	CSBE	$140,236.93	3.11%	25
	Total	$1,137,677.72	25.23%	

Living Wages: YES [ ] NO [X] Highway: YES [ ] NO [X] Heavy Construction: YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ] Building: YES [X] NO [ ]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 25% CSBE 10% CWP Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 4/15/2009

SBD Director — Date 4/15/09

DBORD090 v. 2005101

Architecture
Roofing Consultants
Planning
AA0003517
LANDERA ASSOCIATES

May 10, 2010

Ms. Margarita Garces
Miami-Dade Fire Rescue Department
Facilities and Construction Division
9300 N.W. 41st Street, Suite 237
Miami, Florida 33178

RE: Model Cities Fire Rescue Station No. 2
Bid Price Evaluation and Recommendation
376740-CON ESP MDFRD-T-21
Merkury Development Bid Price and Schedule of Values

Dear Ms. Garces,

A meeting was held with Merkury Development representatives to discuss the scope of work included in their bid price and obtain confirmation that all project elements are accounted for in their bid.

Mr. Ruben Alen, Vice President of Merkury Development presented documentation outlining the scope of work included in their bid and confirmed their commitment and ability to provide the full scope of the work in the quality specified by the Contract Documents. Our review indicates that Merkury Development's bid price may not have adequately accounted for the specified Four Fold Doors and window treatment, however, Mr. Alen stated their company's commitment and ability to provide the correctly specified products within their base bid price.

Based upon these discussions, and in consideration of the spread of the next lowest bidders, we find no basis to consider the Merkury Development Bid as non-responsive and must recommend an award to Merkury Development.

Sincerely,
LANDERA ASSOCIATES, P.A.

Osvaldo L. Landera, AIA, LEED AP
Architect/President

LANDERA ASSOCIATES, P.A.
7500 S. Red Road, Suite D, Miami, Fl 33143
305-662-1660 FAX 305-662-7303
http://www.LanderaAssociates.com

MERKURY DEVELOPMENT | CONSTRUCTION & ENGINEERING

7300 Biscayne Blvd., Suite 204, Miami, FL 33138 | P: 305.758.9888 F: 305.758.0802

May 7, 2010

Letter #MD-SC-01

Mr. Angel H. Lamela
Miami Dade Fire Rescue Department – Division Manager
9300 NW 41st Street
Doral, Florida 33178-2414
786-331-5000 office

Reference: Model Cities Fire Rescue Station #2

Subject: Response to Bid Price and Schedule of Values – Evaluation

Dear Mr. Lamela;

We are in receipt of your correspondence dated 4/30/10 regarding the evaluation of the bid price and schedule of values breakdown included in our bid proposal for the Model Cities Fire Rescue Station #2. We appreciate the in-depth review that was performed and in response can offer the following:

Division 01:

The insurance and bond costs estimated at $6,000.00 and $20,000.00 respectively are distributed throughout the General Requirements portion of the Schedule of Values.
Contract Administration is where the costs of the Project Manager, Project Superintendent, QA/QC Representative and Safety Representative are allocated. Mobilization and Project Staff are for individuals assigned to temporary protection, material / equipment handling, and clean-up.

Division 02:

A: The Site Improvements line item contains the asphaltic concrete paving, concrete paving, sidewalks, and all associated sub grade and base courses as well as the detectable warning surface. The Site Improvements and Amenities line item contains the irrigation system, fencing and all related components.
B: Landscaping does not include irrigation as it is included in the Site Improvements and Amenities line item.
C: The Demolition line item under Phase 2A includes the demolition, asbestos abatement, and permits required. The asbestos abatement costs are based on the survey which states that only non-friable asbestos is present and only occurs at the duct insulation (approximately 1000 sf) and roof flashing (approximately 300 sf). Asbestos abatement will be in accordance with all applicable local, state and federal regulations.

Division 05:

A: Please consider this our formal confirmation of compliance to the Metal Joists specification.
B: Please consider this our formal confirmation of compliance to the Steel Trusses specification.

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C: Metal Fabrications includes the bollards and folding door supports.

Division 07:

A: Please consider this our formal confirmation of compliance to the Roofing System specification.

Division 08:

A: Please consider this our formal confirmation that 10 HM Doors and 15 HM Frames are included as specified.
B: Please consider this our formal confirmation that 6 Four-Fold Garage Doors are included as specified.
C: Please consider this our formal confirmation that all Impact Casement Windows, Fixed Windows, Interior Fire Rated Windows and Impact Storefront are included.

Division 09:

A: Please consider this our formal confirmation that the Dens Armor Plus-Abuse Guard-Paperless Gypsum board is included and will be installed as specified.
B: Please consider this our formal confirmation of compliance with the Ceiling specification.
C: Please consider this our formal confirmation that the polished concrete, rubber flooring, epoxy flooring, hardening and sealing of exposed concrete are included.

Division 10:

A: Please consider this our formal confirmation that the window treatments, flagpole and louvers are included.
B: Please consider this our formal confirmation of compliance with the Toilet Accessories specification.

Division 15:

A: Please consider this our formal confirmation that the HVAC material and equipment will be as specified.

Division 16:

A: Please consider this our formal confirmation that the Electrical line item includes all power, interior lighting and exterior lighting for Phase I.

We hope that this satisfies all of your concerns and allows us to move forward with the formal contract award. If you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely,

Ruben Alen
Vice President
Merkury Development

MERKURY DEVELOPMENT | CONSTRUCTION & ENGINEERING

7300 Biscayne Blvd., Suite 204, Miami, FL 33138 | P: 305.758.9888 F: 305.758.0802

May 6, 2010

Miami Dade Fire Rescue Department
Facilities & Construction
9300 NW 41st Street
Suite 237
Miami, FL 33178

Attn: Margarita Garces

Re: Bid Price and Schedule of Values Evaluation- Acknowledgment of Bid Amount
Contract#: MDFRD-T-21 Project#: 376740-CON-ESP

With over 20 years of experience, Merkury believes that leadership is the key to differentiating between contractors. Merkury is proud of its reputation of successfully executing the requirements of not only the client but of the city, state, and federally mandated regulations.

In response to the concerns regarding the bid price, Merkury acknowledges that the bid price submitted includes all project scope and elements to the quality specified in the contract documents. Merkury also acknowledges that the general conditions costs and profit is adequate to properly execute the contract and provide the management and supervision necessary to properly coordinate and oversee the work.

Our pledge is to establish positive long-lasting relationships with our customers by exceeding their expectations; we'd like the opportunity to demonstrate our abilities to Miami Dade Fire Rescue and exceed theirs.

We appreciate your time and consideration and look forward to successfully providing a spectacular Fire Station No. 2.

Regards,

Ruben Alen
Vice President

Miami-Dade Fire Rescue Department
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000

miamidade.gov

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Doral
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Hialeah Gardens
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Islandia
Medley
Miami Gardens
Miami Lakes
Miami Shores
Miami Springs
North Bay Village
North Miami
North Miami Beach
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles
Surfside
Sweetwater
Virginia Gardens
West Miami

Miami, Florida April 30, 2010

MERKURY CONSTRUCTION AND ENGINEERING

RE: Bid Price and Schedule of Values - Evaluation

Dear Mr. Alen:

MDFRD in conjunction with Landera Associates, P.A. and the sub-consultants have reviewed and evaluated the Bid price based upon the Schedule of Values submitted by your Company, compared with the A/E Cost Estimate.

Many of the prices in the bid line items of the Contractor's Schedule of Values, which are substantially lower than the estimated cost, may be attributed to market conditions and lower material and labor costs. However, we have some very specific concerns in a number of issues as to whether all scope is adequately included in the Bid Price and whether the prices are based on the specified materials and products. I am attaching your Schedule of Values with the Consultant's notations.

In general, the concerns are as follows:

Division 1:
Provisions for Insurance and Bonds not identified. In general, we have no objection to the amount set aside for General Requirements, however, there is a concerned as to the line items provided. What is the difference between Contract administration and Job-site staff?. These items need to be clarified.

Division 2:

A. Need clarification on general line items identified as "Site improvements" and Site improvements and amenities"?. Do these line items include asphalt pavement, concrete pavement, fencing?
B. Does landscaping line item include all irrigation?
C. PH 2A-Does line item of $17,945.00 include the full demo of the existing Fire Rescue Station, including asbestos abatement, permits, etc.?

Division 5:

A. Metal Joist line item is very low. Confirm compliance to spec.
B. Steel Trusses line item is very low. Confirm compliance to spec.
C. What is included in "Metal fabrications"?

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Miami Springs
North Bay Village
North Miami
North Miami Beach
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles
Surfside
Sweetwater
Virginia Gardens
West Miami

Division 7:

A. Line item for membrane roofing is $ 3,932.00. Confirm that this includes the specified Modified Bitumen roofing system by Soprema, Siplast or Firestone, over LWIC and all metal flashings, copings, collectors and downspouts.

Division 8:

A. Line item for Metal Doors and Frames at $ 3,838.00 (PH 1). Confirm includes 10 HM doors and frames and 25 metal frames?
B. Line item for Specialty Doors at $ 54,993.00 (PH 1). Confirm includes 6 Four-Fold Garage Doors as specified?
C. Does "Windows" line item at $ 21,832.00 (PH 1) include all impact casement windows, impact storefront and fixed windows and interior fire rated windows?

Division 9:

A. Confirm that Metal Stud framing and GWB line item includes the specified "Dens Armor Plus-Abuse Guard-paperless Gypsum Board".
B. Confirm ceiling line item includes the specified ceiling panel material.
C. Does "Floor" line item at $10,774.00 (PH 1) include all polished concrete, rubber flooring, epoxy flooring and hardening and sealing of exposed concrete?

Division 10:

A. Confirm that window treatments, flagpole and louvers are included in bid price.
B. Does line item "Toilet Accessories" at $ 1,660.00 (PH 1) include all specified and indicated accessories for the 8 toilets?

Division 15:

A. HVAC and Plumbing Line items appear low. Confirm bid includes all materials and equipment as specified.

Division 16:

A. Does "Electrical" line item include all power, interior lighting, exterior lighting for PH 1? Please confirm.

The differential is very concerning and suggests the possibility that some elements of the project scope may not been adequately priced or assumptions may have been made by Merkury or sub contractors that alternate materials or systems, which differ in quality to those specified, will be accepted for this project.

Miami-Dade Fire Rescue Department
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T 786-331-5000

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North Miami
North Miami Beach
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles
Surfside
Sweetwater
Virginia Gardens
West Miami

Because of all of the items listed above MDFRD is requesting a written response in reference to these concerns and also to provide specific acknowledgement that the Bid price includes all project scope and elements to the quality specified in the documents and that the general conditions costs and profit is adequate to properly execute the contract and provide the management and supervision necessary to coordinate and oversee the work. A PUBLIC MEETING is being schedule to discuss further.

Angel H. Lamela, Division Manager
Facilities and Construction

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

PHASE I				
01 General Requirements				
01099.999 Contract Administration			$ 188,563.00	
01399.999 Survey & Photographs			$ 16,613.00	
01499.999 Mobilization & Job Site Staff			$ 16,542.00	
01589.999 Temporary Facilities			$ 67,624.00	
01599.999 Transportation			$ 7,660.00	
01659.999 Mat & Equip Handling			$ 17,772.00	
01699.999 Site Maintenance			$ 24,666.00	
01799.999 Project Closeout			$ 7,354.00	
** Total 01 General Requirements			$ 346,794.00	
02 Sitework				
02099.999 Demolition			$ 6,286.00	
02249.999 Earthwork			$ 48,943.00	
02339.999 Soil Treatment			$ 1,058.00	
02599.999 Site Improvements			$ 68,113.00	
	02511.100	12" Stabilized Subgrade		$ 2,510.00
	02511.101	Asphaltic Concrete Paving		$ 24,800.00
	02511.110	8" Lime Rock Base Course		$ 9,201.00
	02511.200	1 1/2" Asphaltic Concrete Pavement		$ 23,715.00
	02529.110	4" Concrete Sidewalks		$ 4,912.00
	02560.100	Detectable Warning Surface		$ 2,975.00
02699.999 Site Water			$ 40,676.00	
02799.999 Storm & Sanitary Systems			$ 67,103.00	
02899.999 Site Improvements and Amenities			$ 23,093.00	
	02810.100	Irrigation System		$ 11,523.00
	02810.200	Irrigation System - Water Reclamation Tank		$ 6,710.00
	02831.100	6' High Chain Link Fence		$ 4,450.00
	02831.110	6' High Chain Link Double Gate		$ 410.00
02949.999 Landscaping			$ 19,406.00	
** Total 02 Sitework			$ 274,678.00	
03 Concrete				
03199.999 Concrete Formwork			$ 46,911.00	
03299.999 Concrete Reinforcing			$ 55,642.00	
03399.999 Cast in Place Concrete			$ 79,335.00	
	03342.100	Lightweight Insulation Concrete over Hollow Core (1540 sqft)		$ 5,400.00
03499.999 Precast Concrete			$ 8,094.00	
03799.999 Concrete Pump			$ 2,175.00	
** Total 03 Concrete			$ 192,158.00	
04 Masonry				
04149.000 Masonry Grout			$ 10,855.00	
04299.999 CMU			$ 75,555.00	
** Total 04 Masonry			$ 86,409.00	
05 Metals				
05299.999 Metal joists (11 tons @ $1,693/tons)			$ 18,624.00	
05399.999 Metal deck			$ 25,563.00	
05499.999 Steel Trusses (6,400 sqft)			$ 24,251.00	
05599.999 Metal fabrications			$ 22,238.00	
	05500.100	8" Extra Strong Schd 40 Steel Pipe		$ 2,178.00
	05500.105	8" Extra Strong Schd 40 Steel Pipe		$ 4,010.00
	05500.110	Four Fold Door Structural Support(including Engineering)		$ 16,050.00
** Total 05 Metals			$ 90,676.00	

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

06 Wood and Plastics					
	06199.999 Rough carpentry			$ 5,449.00	
	06499.999 Architectural woodwork			$ 10,576.00	
** Total 06 Wood and Plastics				**$ 16,026.00**	
07 Thermal and Moisture Protection					
	07299.999 Building Insulation			$ 4,555.00	
	07499.999 Metal Roofing			$ 99,728.00	
		07410.100	Metal Roofing over Metal Decking		$ 63,350.00
		07410.101	½" Dens Deck board @ Roof over Metal Decking		$ 20,370.00
		07410.200	2" Rigid Board Insulation over Steel Decking		$ 16,008.00
	07599.999 Membrane roofing			$ 3,932.00	
	07999.999 Joint sealers			$ 535.00	
** Total 07 Thermal and Moisture Protection				**$ 108,751.00**	
08 Doors and Windows					
	08199.999 Metal doors and frames			$ 3,838.00	
	08299.999 Wood and plastic doors			$ 13,726.00	
	08399.999 Specialty doors			$ 54,993.00	
	08599.999 Windows			$ 21,832.00	
		08520.100	Windows Type A (15 each) - 147 sqft		$ 7,072.00
		08520.105	Windows Type B (3 each) - 59 sqft		$ 2,655.00
		08520.110	Windows Type C (5 each) - 110 sqft		$ 4,950.00
		08520.115	Windows Type D (2 each) - 24 sqft		$ 1,080.00
		08520.120	Windows Type E (8 each) - 32 sqft		$ 1,440.00
		08520.140	3070 Al - Glass Door (3 each) - 63 sqft		$ 2,835.00
		08520.145	Al - Glass Store Front - 40 sqft		$ 1,800.00
	08799.999 Hardware			$ 17,704.00	
** Total 08 Doors and Windows				**$ 112,093.00**	
09 Finishes					
	09199.999 Plaster / Stucco			$ 60,446.00	
	09299.999 Metal Stud Framing and GWB			$ 45,958.00	
		09250.014	Partition 1,2 & 3 (5/8" firecode gypsum board) - 12, 160 sqft		$ 18,138.00
		9250.014	Partiiton 4,5 & 6 (5/8" firecode gypsum board) - 3,480 sqft		$ 5,685.00
		09250.014	Furring Wall (5/8" firecode gypsum board) - 4,095 sqft		$ 7,245.00
		09250.014	5/8" firecode gypsum board Below Metal Trusses - 6,210 sqft		$ 6,785.00
		09250.018	½" ceiling gypsum board @ Ceilings - 1,209 sqft		$ 2,245.00
		09250.100	Plaster Knockdown - 13,590 sqft		$ 5,860.00
	09399.999 Tile			$ 22,996.00	
	09599.999 Ceilings			$ 4,774.00	
	09699.999 Floors			$ 10,744.00	
		09630.100	Epoxy Resin Flooring - 155 sqft		$ 510.00
		09630.110	Epoxy Resin Base - 55 lnft		$ 410.00
		09661.115	Rubber Tile Flooring - 240 sqft		$ 1,824.00
		09665.120	Polished Concrete Floor System - 4345 sqft		$ 6,520.00
		09695.125	Concrete Sealer - 5915 sqft		$ 1,480.00

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

	09999.999 Paints and coatings			$ 15,802.00	
		09900.100	Paint Base - 465 lnft		$ 140.00
		09900.105	Interion Gypsum Wall Board Painting - 333 sqft		$ 90.00
		09900.110	Interior Wall Painting over Knockdown - 13590 sqft		$ 4,137.00
		09900.115	Interior Wall Painting over Exposed Masonry - 2263 sqft		$ 711.00
		09900.120	Interior Wall Painting over Stucco - 7654 sqft		$ 2,424.00
		09900.150	Gypsum Ceiling Painting - 1209 sqft		$ 395.00
		09900.155	Plaster Ceiling Painting - 259 sqft		$ 100.00
		09900.160	Exposed Structure Ceiling Painting - 5797 sqft		$ 1,795.00
		09900.170	Steel Joist Painting - 2500 sqft		$ 1,230.00
		09900.200	Exterior Surfaces - 10000 sqft		$ 2,795.00
		09900.205	3070 Metal Doors Painting - 9 ea		$ 280.00
		09900.205	3070 Wood Doors Painting -27 ea		$ 855.00
		09900.230	Metal Bollards Painting - 24 ea		$ 850.00
** Total 09 Finishes				$ 160,720.00	
10 Specialties					
	10449.999 Signage			$ 2,451.00	
	10529.999 Fire Extinguishers			$ 765.00	
	10699.999 Storage shelving			$ 63,324.00	
	10879.999 Toilet Accessories			$ 1,660.00	
** Total 10 Specialties				$ 68,200.00	
15 Mechanical					
	15299.999 Fuel Systems			$ 40,446.00	
	15399.999 Fire Protection			$ 25,330.00	
	15499.999 Plumbing			$ 89,879.00	
	15599.999 HVAC			$ 78,645.00	
** Total 15 Mechanical				$ 234,299.00	
16 Electrical					
	16049.999 Electrical			$ 204,272.00	
	16299.999 Emergency Generator			$ 161,742.00	
	16799.999 Telephone System			$ 15,831.00	
	16999.999 Fire Alarm			$ 21,602.00	
** Total 16 Electrical				$ 403,447.00	
				$ 2,094,251.00	
TOTAL PHASE I					

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

PHASE IIA		
01 General Requirements		
01099.999 Contract Administration	$ 70,202.00	
01399.999 Survey & Photographs	$ 12,900.00	
01499.999 Mobilization & Job Site Staff	$ 7,124.00	
01589.999 Temporary Facilities	$ 23,414.00	
01599.999 Transportation	$ 2,552.00	
01659.999 Mat & Equip Handling	$ 9,984.00	
01699.999 Site Maintenance	$ 8,605.00	
01799.999 Project Closeout	$ 7,354.00	
** Total 01 General Requirements	$ 142,135.00	
02 Sitework		
02099.999 Demolition	$ 17,945.00	
02249.999 Earthwork	$ 981.00	
02339.999 Soil Treatment	$ 164.00	
02599.999 Site Improvements	$ 37,929.00	
02699.999 Site Water	$ 13,354.00	
02799.999 Storm & Sanitary Systems	$ 14,350.00	
02899.999 Site Improvements and Amenities	$ 24,104.00	
02949.999 Landscaping	$ 11,746.00	
** Total 02 Sitework	$ 120,573.00	
03 Concrete		
03199.999 Concrete Formwork	$ 11,114.00	
03299.999 Concrete Reinforcing	$ 7,103.00	
03399.999 Cast in Place Concrete	$ 12,469.00	
03799.999 Concrete Pump	$ 495.00	
** Total 03 Concrete	$ 31,182.00	
04 Masonry		
04149.000 Masonry Grout	$ 2,433.00	
04299.999 CMU	$ 18,307.00	
** Total 04 Masonry	$ 20,740.00	
05 Metals		
05599.999 Metal fabrications	$ 14,171.00	
** Total 05 Metals	$ 14,171.00	
07 Thermal and Moisture Protection		
07599.999 Membrane roofing	$ 970.00	
07999.999 Joint sealers	$ 47.00	
** Total 07 Thermal and Moisture Protection	$ 1,017.00	
08 Doors and Windows		
08199.999 Metal doors and frames	$ 2,591.00	
08399.999 Specialty doors	$ 594.00	
08599.999 Windows	$ 919.00	
08799.999 Hardware	$ 1,475.00	
** Total 08 Doors and Windows	$ 5,579.00	

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

09 Finishes		
09199.999 Plaster / Stucco	$ 13,130.00	
09699.999 Floors	$ 367.00	
09999.999 Paints and coatings	$ 1,414.00	
** Total 09 Finishes	$ 14,911.00	
15 Mechanical		
15399.999 Fire Protection	$ 8,682.00	
15499.999 Plumbing	$ 8,171.00	
15599.999 HVAC	$ 1,532.00	
** Total 15 Mechanical	$ 18,384.00	
16 Electrical		
16049.999 Electrical	$ 14,810.00	
16999.999 Fire Alarm	$ 1,838.00	
** Total 16 Electrical	$ 16,648.00	
TOTAL PHASE IIA	$ 385,340.00	

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

PHASE IIB		
01 General Requirements		
01099.999 Contract Administration	$	51,369.00
01399.999 Survey & Photographs	$	12,900.00
01499.999 Mobilization & Job Site Staff	$	6,626.00
01589.999 Temporary Facilities	$	22,088.00
01599.999 Transportation	$	2,553.00
01659.999 Mat & Equip Handling	$	5,617.00
01699.999 Site Maintenance	$	7,916.00
01799.999 Project Closeout	$	7,354.00
** Total 01 General Requirements	$	**116,423.00**
02 Sitework		
02099.999 Demolition	$	3,130.00
02249.999 Earthwork	$	429.00
02339.999 Soil Treatment	$	107.00
02599.999 Site Improvements	$	5,365.00
** Total 02 Sitework	$	**9,032.00**
03 Concrete		
03199.999 Concrete Formwork	$	2,813.00
03299.999 Concrete Reinforcing	$	2,368.00
03399.999 Cast in Place Concrete	$	3,225.00
** Total 03 Concrete	$	**8,405.00**
04 Masonry		
04149.000 Masonry Grout	$	1,029.00
04299.999 CMU	$	7,818.00
** Total 04 Masonry	$	**8,848.00**
05 Metals		
05399.999 Metal deck	$	6,369.00
05499.999 Steel Trusses	$	6,953.00
** Total 05 Metals	$	**13,322.00**
07 Thermal and Moisture Protection		
07299.999 Building Insulation	$	1,245.00
07499.999 Metal Roofing	$	16,874.00
07999.999 Joint sealers	$	50.00
** Total 07 Thermal and Moisture Protection	$	**18,169.00**
08 Doors and Windows		
08299.999 Wood and plastic doors	$	4,575.00
08599.999 Windows	$	9,284.00
08799.999 Hardware	$	2,459.00
** Total 08 Doors and Windows	$	**16,318.00**

MERKURY DEVELOPMENT

Model Cities Fire Station # 2
Schedule of Values

09 Finishes				
	09199.999 Plaster / Stucco		$ 6,526.00	
	09299.999 Metal Stud Framing and GWB		$ 7,866.00	
	09399.999 Tile		$ 3,568.00	
	09599.999 Ceilings		$ 1,416.00	
	09699.999 Floors		$ 276.00	
	09999.999 Paints and coatings		$ 1,531.00	
** Total 09 Finishes			**$ 21,183.00**	
10 Specialties				
	10399.999 Flagpoles		$ 3,575.00	
	10879.999 Toilet Accessories		$ 502.00	
** Total 10 Specialties			**$ 4,076.00**	
15 Mechanical				
	15399.999 Fire Protection		$ 9,703.00	
	15499.999 Plumbing		$ 1,277.00	
	15599.999 HVAC		$ 15,320.00	
** Total 15 Mechanical			**$ 26,300.00**	
16 Electrical				
	16049.999 Electrical		$ 17,874.00	
	16799.999 Telephone System		$ 2,553.00	
	16999.999 Fire Alarm		$ 1,838.00	
** Total 16 Electrical			**$ 22,266.00**	
TOTAL PHASE IIB			**$ 264,342.00**	

Fire Station Replacement

HOMESTEAD FIRE RESCUE STATION (STATION 16) **PROJECT # 374240**

DESCRIPTION: Build a new 12,038 square foot three-bay plus battalion replacement fire rescue station facility next to the existing station

LOCATION: 325 Ave and NW 2 St
Homestead

DISTRICT LOCATED: 9
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: $50

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Sunshine State Financing	3,500	0	0	0	0	0	0	0	3,500
Capital Asset Series 2002 Interest	42	0	0	0	0	0	0	0	42
Capital Asset Series 2004A Interest	205	0	0	0	0	0	0	0	205
Capital Asset Series 2004B Interest	363	0	0	0	0	0	0	0	363
TOTAL REVENUE:	4,110	0	0	0	0	0	0	0	4,110

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Planning and Design	150	0	0	0	0	0	0	0	150
Construction	1,237	2,363	0	0	0	0	0	0	3,600
Art Allowance	56	0	0	0	0	0	0	0	56
Furnishings	0	25	0	0	0	0	0	0	25
Telecommunications	0	25	0	0	0	0	0	0	25
Equipment Acquisition	20	0	0	0	0	0	0	0	20
Project Contingency	234	0	0	0	0	0	0	0	234
TOTAL EXPENDITURES:	1,697	2,413	0	0	0	0	0	0	4,110

MODEL CITIES FIRE RESCUE STATION (STATION 2) **PROJECT # 376740**

DESCRIPTION: Demolish the existing fire rescue station and construct a 12,175 square foot replacement three-bay fire rescue facility, a classroom, and training tower

LOCATION: 6460 NW 27 Ave
Unincorporated Miami-Dade County

DISTRICT LOCATED: 2
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: $75

REVENUE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Fire Impact Fees	0	538	680	0	0	0	0	0	1,218
Sunshine State Financing	3,500	0	0	0	0	0	0	0	3,500
Capital Asset Series 2004B Interest	502	0	0	0	0	0	0	0	502
TOTAL REVENUE:	4,002	538	680	0	0	0	0	0	5,220

EXPENDITURE SCHEDULE:	PRIOR	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	FUTURE	TOTAL
Construction	0	2,056	2,494	0	0	0	0	0	4,550
Art Allowance	70	0	0	0	0	0	0	0	70
Furnishings	0	0	40	0	0	0	0	0	40
Telecommunications	0	0	50	0	0	0	0	0	50
Equipment Acquisition	0	0	30	0	0	0	0	0	30
Project Contingency	180	0	0	0	0	0	0	0	180
Planning/Design (Info. Tech.)	300	0	0	0	0	0	0	0	300
TOTAL EXPENDITURES:	550	2,056	2,614	0	0	0	0	0	5,220

eparment: Miami-Dade Fire Rescue Department

6/17/2010 3:03:21 PM

BUDGET PROJECT 376740 - (As per 2009-2010 Approved Budget)

roject Title: 376740-MODEL CITIES FIRE RESCUE STATION (STATION 2)

roject esc: Demolish the existing fire rescue station and construct a 12,175 square foot replacement three-bay fire rescue facility; includes construction of a classroom, training tower, and fuel system

	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
DP Funding	4,002,000	538,000	680,000	0	0	0	0	0	5,220,000
DP Exp	550,000	2,056,000	2,614,000	0	0	0	0	0	5,220,000

CDP Project Revenue

DP Revenue:	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
e Impact Fees	0	538,000	680,000	0	0	0	0	0	1,218,000
nshine State Financ	3,500,000	0	0	0	0	0	0	0	3,500,000
pital Asset Series	502,000	0	0	0	0	0	0	0	502,000

CIIS Site Funding Info

TE Location/Desc:	Prior:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	FUTURE:	Total:
935 - 6460 NW 27 'E 33147	3,287,000	0	0	0	0	0	0	0	3,287,000

sc: Model Cities Fire Rescue Station #2 will be done in three phases. Phase I will consist of the construction an approximate 12,038 square feet, 3-bay fire rescue station with a 550 square feet covered patio and the quired parking spaces. Phase II A is the demolition of the existing station and the construction of a training ver consisting of 1,408 square feet, including construction of part of the apron. The final stage, Phase II B, is construction of a 1,353 square feet training/classroom building and the completion of the apron. Fuel cility has been included.

	Recs:	05-06:	06-07:	07-08:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	14-15:	15-16:	16-17:	17-18:	18-19:	Total:
1 OSBM	2	571,000	0	2,716,000	0	0	0	0	0	0	0	0	0	0	0	3,287,000.00
1 OSBM	8	0	0	0	751,000	1,047,000	1,489,000	0	0	0	0	0	0	0	0	3,287,000.00
RV:	2	0	0	3,500,000	662,000	556,000	0	0	0	0	0	0	0	0	0	4,718,000.00
MS:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

Update Project

10-11 OSBM Book Report

CIIS Book Report

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

Current Contracts for Project 376740

ept	ContractNo	Contract Name	RTA / MCC Estimated Allocation	Award / MCC Award Allocation	CIIS Award
R	MDFRD-T-21	Model Cities Fire Rescue Station No. 2	$3,463,673.14	$0.00	$2,990,859.23
R	MDFRD-T-21	Model Cities Fire Rescue Station No. 2	$0.00	$2,990,859.23	$2,990,859.23
R	MDFRD-T-PSA06	Architectural and Engineering Services for various projects of the Miami-Dade Fire Rescue Department	$0.00	$206,552.50	$1,150,320.00

FR	MDFRD-T-PSA06	Architectural and Engineering Services for various projects of the Miami-Dade Fire Rescue Department	$183,106.00	$0.00	$1,150,320.00

Total Allocated: $3,646,779.14 $3,197,411.73

Current Contracts for Sites of Project 376740

(Theses contracts are not necessarily funded from this project)

Dept	Site NO	ContractNo	Award Allocation
FR	#72935	MDFRD-T-PSA06	$191,100.00
FR	#72935	MDFRD-T-21	$2,990,859.23
		Total Allocated:	$3,181,959.23

[redacted]

Search for Site Number
Search for Budget Project Number

DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

Firm History Report

From: 06/14/2005 **To:** 06/24/2010

FIRM NAME: MERKURY CORPORATION D/B/A MERKURY DEVELOPMENT
7300 Biscayne Blvd, # 204
Miami, FL 33138-0000

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
* POAV0501322 0503-76923R1 MISCELLANEOUS CONSTRUCTION CONTRACT FOR PRE-QUALIFICATION OF GENERAL BUILDING, GENERAL ENGINEERING AND SPECIALTY TRADE CONTRACTORS FOR A FIVE (5) YEAR PERIOD FOR VARIOUS COUNTY DEPARTMENTS	1	AV	SET ASIDE CSBE 100%	09/22/2005	$770,447.84
					$770,447.84
P-02171 PPW-G UPS UPGRADE AND NEW EMERGENCY GENERATOR (SIC 15)	1	JM	GOAL CSBE 15.41%	01/04/2006	$845,000.00
					$845,000.00
745B (SC-00022) GENERAL TRADES	1	AV	NO MEASURE	10/30/2006	$0.00
					$0.00
MDAD C-055A MIA REFURBISHMENT BUILDING 3094/3095 (SIC 15)	1	AV	GOAL CSBE 24%	04/07/2009	$5,843,250.00
					$5,843,250.00
K-151A A380 PASSENGER LOADING BRIDGES MODIFICATIONS & ELECTRICAL WORK (SIC 15)	1	AV	GOAL CSBE 19%	11/03/2009	$459,846.75
					$459,846.75

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

36

DBD
DEPARTMENT OF BUSINESS DEVELOPMENT

Department of Small Business Development

Firm History Report

From: 06/14/2005 **To:** 06/24/2010

FIRM NAME: MERKURY CORPORATION D/B/A MERKURY DEVELOPMENT
7300 Biscayne Blvd, # 204
Miami, FL 33138-0000

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount		$7,918,544.59
			Total Change Orders Approved by BCC		$0.00
					$7,918,544.59

37

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Find Contracts With Search String ==> Projects

Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Monday, June 14, 2010

All Contracts for FEIN 61290055
Merkury Development

T	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
	AV	7040	0303-647933	Remove and replace east wing r	Merkury Development	N/A	$725,000	9/13/2006	100% / Closed
	AV	7040	0503-762923R1	REPAIR / REPLACE CURVED METAL	Merkury Development	3/19/2006	$529,000	2/26/2007	100% / Closed
	AV	CON	C055A	Refurbishment of MDAD Bldgs. 3094 and 3095	Merkury Development	N/A	$5,300,000	10/30/2009	25% / N/A
	MT	CON	TA01-MR21-R	Douglas Road & US-1 Pedestrian Overpass Re-bid	Merkury Development	11/4/2003	$1,621,882	11/4/2003	100% / Complete
					Totals:	4	$8,175,882		

llow Status=Inactive Contract

Contracts Status View MCC Status View Exit Projects Goto Top

Exit

Capital Improvements Information System

Contractor Evaluations Report

ept	Contract	Type	Contractor / Architect Name	Date	Rater
T	TA01-MR21-R	CON	Merkury Development	10/31/2005	Neville Hoo
T	TA01-MR21-R	CON	Merkury Development	9/13/2004	Neville Hoo
T	TA99-MF9	CON	Merkury Development	12/12/2002	Neville Hoo
/	C055A	CON	Merkury Development	10/30/2009	Darrell Palmer
/	0303-647933	7040	Merkury Development	9/13/2006	Timothy F. Wright
	0503-762923R1	7040	Merkury Development	4/3/2007	Tom Hart

Evaluation Count: 6 Contractors: 1 Average Evaluation: 3.5

Exit

ictitious Name Detail

ictitious Name

ERKURY DEVELOPMENT

ling Information

gistration Number	G09054900033
atus	ACTIVE
ed Date	02/20/2009
piration Date	12/31/2014
rrent Owners	1
unty	MIAMI-DADE
tal Pages	1
ents Filed	NONE
I/EIN Number	NONE

ailing Address

00 BISCAYNE BLVD #204
AMI, FL 33138

wner Information

ERKURY CORPORATION
00 BISCAYNE BLVD #204
AMI, FL 33138
I/EIN Number: 06-1290055
cument Number: F93000001578

cument Images

20/2009 -- REGISTRATION | View image in PDF format

e: This is not official record. See documents if question or conflict.

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PROJECTS PROPOSED FOR ADDITION TO THE COUNTY'S ECONOMIC STIMULUS PLAN (ESP)

DEPT	COMMISSION DISTRICT	PROJECT NAME	PROJECT DESCRIPTION	ESTIMATED PROJECT COST	COMMENTS
DERM	5	Beach Renourishment @ Miami Beach (65th St.), Sunny Isles, and Bal Harbour	Construction	$3,200,000	
DERM		Installation of Earthen Plug @ Card Sound Road Canal		$200,000	
DERM	9	Cleaning, Repair, and Retrofitting of existing culverts @ the Florida City Canal		$1,000,000	
DERM	5	Beach Renourishment @ Miami Beach (44th & 55th Streets)	Construction	$2,000,000	
DERM	5	BEAR III (Beach Renourishment Contract)	Construction	$1,600,000	
FIRE	3	Model Cities Fire Rescue Station #2		$4,550,000	
FIRE	9	Homestead Fire Rescue Fire Station #16		$3,725,000	
GSA	12	GSA Fleet Shop 3C Expansion	Expansion of existing fleet shop facility. Next phase-Construction	$3,900,000	
GSA	7	Coconut Grove Branch Library Renovations	Next Phase-Construction	$2,000,000	
GSA	8	Kendall Library	Next Phase-Construction	$4,000,000	
GSA	7	South Miami Library	Next Phase-Construction	$1,800,000	
GSA	7	Coral Gables Library Remodeling	Next Phase-Construction	$2,200,000	
GSA	5	Tenant Improvements OVT-2	Next Phase-Construction	$4,000,000	
GSA	13	Miami Lakes Library	Next Phase-Construction	$4,500,000	
GSA	5	Children's' Courthouse	Next Phase-Construction	$134,000,000	
GSA	4	Northeast Library (Aventura)	Next Phase-Construction	$12,226,500	
GSA	3	Mental Health Diversion Facility		$16,000,000	

Memorandum

MIAMI-DADE COUNTY

Date: 03-03-2010

To: Diane Collins, Acting Division Chief
Clerk of the Board Division

From: Angel H. Lamela
Miami Dade Fire Department
Facilities & Construction Division Manager

Subject: Model Cities – Fire Rescue Station No. 2
Project No. 376740-CON ESP / Contract No.: MDFRD-T-21

Attached is a copy of the Advertisement for Bids concerning the above mentioned project. It is requested that this project be advertised in the **March 5th, 2010** issue of the Daily Business review.

The "Request to Advertise for Bids" was prepared by the Miami-Dade Fire Department and approved on March 3, 2010. Capital Budget Funding Year 2009-10 Page No. 19.

Thank you for your assistance in this matter. If any additional information is needed, please call me at (786) 331-4502 or Margarita Garces at (786) 331-4518

ADVERTISEMENT
FOR BIDS
MIAMI-DADE COUNTY, FLORIDA

Sealed Bids for furnishing all labor, materials and equipment for the following project will be received by MDC in the Office of The Clerk of The Board of County Commissioners, Room 17-202 Stephen P. Clark Center, 111 NW 1st Street, Miami, up to 2:00 p.m., Local Time, on **Wednesday April 7, 2010** where they will be publicly open and read aloud. Bid prices will be opened and read aloud forty-eight hours later based on the Small Business Development (SBD) preliminary responsiveness review.

PROJECT NAME: Model Cities Fire Rescue Station No. 2

PROJECT NO: 376740-CON ESP

CONTRACT NO: MDFRD-T-21

PROJECT DESCRIPTION: The work, in general, consists of the construction of a new, Model Cities Fire Rescue Station No. 2, Demolition of existing, construction of Training Tower and Classroom/Training Facility and all associated site work and improvements as indicated on the contract documents prepared by Landera Associates; to be done in three phases.
Phase I will consist of the construction of an approximate 12,038 square feet, 3-bay fire rescue station with a 550 square feet covered patio and the required parking spaces.
Phase II A is the demolition of the existing station and the construction of a training tower consisting of 1,408 square feet, including construction of part of the apron and fuel facility.
The final stage, Phase II B, is the construction of a 1,353 square feet training/classroom building and the completion of the apron.

PROJECT LOCATION: 6460 NW 27th Avenue, Miami, Florida 33147

PRE-BID CONFERENCE: MDC has scheduled a MANDATORY Pre-Bid Conference at **10:00 A.M.** local time on **Tuesday, March 16, 2010,** at the **site located at 6460 NW 27 Avenue, Florida 33160**, The Pre-Bid Conference is being held to answer any questions regarding this project.

CONTRACT DOCUMENTS AND INFORMATION AVAILABILITY: Specifications and Contract documents will be available on **Tuesday March 9th, 2010** May be purchased from **LANDERA ASSOCIATES, P.A.** located at **7500 S. Red Road Suite D, South Miami, Fl. 33143, Phone: 305-662-1660, Fax 305-662-7303, e-mail: olandera@LanderaAssociates.com**.
Upon a non-refundable deposit of $150.00 per set in check or money order payable to the Board of County Commissioners of Miami-Dade County.

CONTRACTOR'S LICENSES AND CERTIFICATIONS: Bidders must hold at the time of bid submission (and maintain same throughout duration of the contract) a current valid Certificate of General Building/Engineering issued by the State of Florida Construction Industry Licensing Board or the Miami-Dade County Construction Trades Qualifying Board, or have a State of Florida Certified General Contractor's License.

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE): This project includes goals for the participation of Community Small Business Enterprises based on a percentage of the total contract amount. Goals for Community Small Business Enterprises must be fulfilled using construction contractor/sub-contractor trades to comply with goals requirements pursuant to this solicitation.
The Contractor must agree to abide by the provisions of the Project Manual regarding minimum participation goals, proposed below as a percentage of the total Contract Sum and accepted by MDC and which are established for this Project as follows:

Community Small Business Enterprise participation: 25%

COMMUNITY WORKFORCE PROGRAM: 11.8%

BID BOND REQUIREMENTS: This Bid Guarantee shall be in the amount of 5% of the Total Bid, and shall accompany each bid, in accordance with Instructions to Bidders.

PERFORMANCE AND PAYMENT BOND: A 100% Performance & Payment Bond is required. Simultaneously with the return of the executed Contract documents, the awarded contractor will be required to submit a Contractor's Performance and Payment Bond, either Cash or Surety, satisfactory to the Board of County Commissioners. The Performance and Payment Bond must be executed on the form provided by MDC after the recommendation of award has been made.

ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS: To request a copy of any ordinance, resolution and/or administrative order cited in this bid solicitation, the bidder must contact the Clerk of the Board at 305-375-5126.

This Project is covered by the **"Cone of Silence"** Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, Ordinance No. 8-111. "Cone of Silence" is imposed upon each RFP, RFQ or bid after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners.

The Contractor is hereby advised of Resolution No R-1145-99, Clearinghouse for Posting Notices of Job Opportunities Resulting from Construction Improvements on County Property. The procedures direct the Contractor to forward a notice of job vacancy(ies) created as a result of this construction work to the director of the Employee Relations Department, located at Stephen P. Clark Center, 111 NW 1st Street, suite 2110, Miami, Florida 33128. **Ordinance No. 90-143**, The Responsible Wages and Benefits Ordinance, **Ordinance No. 91-142**, Family Leave Ordinance, **Ordinance No. 92-15**, Drug Free Workplace Ordinance, **Ordinance No. 93-129**, Contractor Debarment Ordinance, **Ordinances Nos. 94-166 and 96-26** Local Preference Ordinances, **Ordinances Nos. 97-35 and 97-104** Fair Subcontracting Practices, **Resolution No. R-702-98** (Repeals and supersedes Resolutions Nos. R-1206-97 and R-366-97) Welfare to Work Initiative and **Ordinance No. 98-30**, County Contractors Employment and Procurement Practices and any other Ordinances, Resolutions and/or Administrative Orders referenced in the contract documents.

Any firm proposed for use as a **CSBE** on this contract, must have a valid certification from the Miami-Dade County Department of Business Development (DBD), at the time of bid.

It is the policy of Miami-Dade County to provide **equal employment opportunity**.

Before entering into a contract with Miami-Dade County, businesses must become registered. The County Code requires that a vendor that is recommended for a contract award, they must be registered in order to receive the award.

Those responding to this RFP/ITB/RFQ shall comply with the provisions of the **Americans With Disabilities Act** of 1990 and 49 U.S.C. Section 1612 and other related laws and regulations.

Collusion Affidavit: In accordance with Section 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113, bidders on County contracts are requested to submit a Collusion Affidavit. Any bidder that fails to submit the required affidavit shall be ineligible for award.

COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA

111 N.W. FIRST STREET
SUITE 2810
MIAMI, FLORIDA 33128-1993
TEL (305) 375-5151
FAX (305) 375-5634

June 4, 2010

Miguel A. Diaz de la Portilla, Esq.
Becker & Poliakoff
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

Re: Model Cities Fire Station No. 2

Dear Mr. Diaz de la Portilla,

Thank you for your letter dated May 25, 2010. We have considered your requests and we have reviewed the relevant documents and case law and we do not agree with your position. Please feel free to contact me should you have any further questions.

Sincerely,

Daniel Frastai
Assistant County Attorney

121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134
Phone: (305) 262-4433 Fax: (305) 442-2232

BECKER & POLIAKOFF

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
954.987.7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

May 25, 2010

Reply To:
LetterheadOffice
Miguel A. Diaz de la Portilla, Esq.
Direct dial: (305) 260-1037
MDPortilla@becker-poliakoff.com

VIA E-MAIL: DFRASTEI@MIAMIDADE.GOV
& VIA U.S. MAIL

Daniel Frastei, Jr., Esq.
Miami-Dade County Attorney's Office
111 N.W. First Street, Suite 2810
Miami, Florida 33128

Re: Model Cities Fire Station No. 2

FLORIDA OFFICES
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FORT WALTON BEACH
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TALLAHASSEE
TAMPA BAY
WEST PALM BEACH

U.S. & GLOBAL OFFICES
BAHAMAS
NEW JERSEY
NEW YORK CITY
PARIS*
PRAGUE
TEL AVIV*

* by appointment only

Dear Mr. Frastei:

As you know, this firm represents JCON Group Corporation. ("JCON"), one of the bidders on the above referenced invitation to bid ("ITB"). We understand that County staff is currently reviewing Miami Dade Fire Rescue's recommendation of Merkury Development Corporation ("Merkury") as the **apparent** lowest responsible bidder ("Recommendation"). We respectfully disagree with this recommendation. Your office has the authority to make responsiveness and responsibility determinations prior to the Recommendation being transmitted to the Mayor, or his designee, for final award. The purpose of this letter is to request that your office disqualify Merkury's bid as nonresponsive and that you advise the Miami-Dade County Fire Rescue Department that JCON is the lowest responsible, responsive bidder on this ITB.

Merkury submitted a bid for $2,265,964.00. After bid opening, Miami Dade County determined that Merkury's bid was not added properly and corrected Merkury's bid to $2,741,246.00. JCON's bid was for $2,751,518.22. A responsive bid is one submitted on the correct forms, containing all required information, signatures and notarizations. *Intercontinental Properties, Inc. v. State Dept. of Health and Rehabilitative Services,* 606 So. 2d 380 (Fla. 3d DCA 1992). Merkury submitted its bid to the County without the correct price. The bid price was required information pursuant to the ITB. The County can not fix Merkury's bid price for them after bid opening. To do so, would give Merkury an unfair competitive advantage not enjoyed by JCON. Merkury's bid is therefore non-responsive and should be disqualified as a matter of law.

Additionally, Merkury submitted a bid bond that did not meet the requirements of the ITB: Specifically, the ITB required a bond of 5% the bid amount of $2,741,246.00.(as "corrected" by the County). **Merkury, however, submitted a bid bond for 5% of $2,265,964.00**. Therefore, Merkury's bid bond was insufficient and did not meet the ITB's requirements. A bond that is not for the correct amount is a non-waivable defect that renders a bid non-responsive. *Interstate Rock Products, Inc. v. U.S.*, 50 Fed. Cl. 349 (2001), aff'd, 48 Fed. Appx. 331 (Fed. Cir. 2002). In *Interstate*, the bidder's failure to submit a properly executed bid guarantee by omitting the penal sum on the bid bond rendered its bid non-responsive, and the contracting agency was not permitted to consider the bidder's explanation that the omission of the penal sum was a clerical error. Moreover, the bidder was not entitled to alter its bid with additional documents to correct the error following bid opening. Similarly, Merkury can not fix its bid bond amount after bid opening, and the County should not entertain its explanations, if any, for the error. In fact, the bid bond is a material requirement of the bid. Merkury's bid bond is insufficient to provide the requisite security mandated by the ITB.

The County should not go back to Merkury and modify, or negotiate Merkury's bid bond to make them responsive after bid opening. Such modification, or negotiation, would give Merkury an unfair competitive advantage over JCON. *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So. 2d 1190 (Fla. 2d DCA 1977). As such, and pursuant to Florida law, JCON is the lowest responsible, responsive bidder, and should be awarded the contract.

The County should not consider bids that are not responsive or responsible. Merkury's bid is fatally flawed and legally non-responsive. At this juncture, we have only had time to conduct a preliminary review of the Merkury's bid, thus our comments should not be construed as an exhaustive list of deficiencies which their proposal may contain. We will address all deficiencies in the Merkury bid at the appropriate time. Moreover, in raising its preliminary concerns, JCON does not waive the right to further contest/protest matters relative to this ITB, if necessary.

Very truly yours,

Miguel A. Diaz de la Portilla

MDP/er

cc: Robert Cuevas, County Attorney
Hugo Benitez, Assistant County Attorney

ACTIVE: 2983158_1

Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK MIAMI-DADE GOVERNMENT CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126
Fax: (305) 375-2484

July 8, 2010

Miguel A. Diaz de la Portilla, Esq.
BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

Re: Bid Protest – Contract No. MDFRD-T-21
Model Cities Fire Rescue Station No. 2 – JCON Group, Corp. (Protester)

Dear Mr. Diaz de la Portilla:

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, Bid Protest Procedures, please be advised that the above mentioned bid protest has been scheduled before a hearing examiner as noted below:

Hearing Date:	Thursday, July 22, 2010
Time:	9:30 AM
Place:	Stephen P. Clark Center 111 N.W. First Street, 27th Floor Conference Room 27-B Miami, Florida 33128

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By: Diane Collins
Diane Collins, Acting Division Chief
Clerk of the Board Division

DC/fcd

cc: George Burgess, County Manager (via email)
Alina T. Hudak, Assistant County Manager (via email)
Hugo Benitez, Assistant County Attorney) (via email)
Daniel Frastai, Assistant County Attorney (via email)
Herminio Lorenzo, Fire Chief, Miami-Dade Fire Rescue Department (via email)
George Navarrete, Director, Office of Capital Improvement (via email)
Angel H. Lamela, Contract Manager, Miami-Dade Fire Rescue Dept. (via email)
Margarita Garces, Project Manager, Miami-Dade Fire Rescue Dept. (via email)
Penelope Townsley, Director, Department of Small Business Development (via email)
Alfonso Ledo, Miami-Dade Fire Rescue Dept. (via email)
Patrice King, Small Business Development (via email)
Metro Dade Court Reporters (via email)

MEMORANDUM

TO: LISTED DISTRIBUTION

DATE: July 1, 2010

FROM: Diane Collins, Acting Division Chief
Clerk of the Board Division

Diane Collins

SUBJECT: Bid Protest – Contract No. MDFRD-T-21
Model Cities Fire Rescue Station No. 2

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, Bid Protest Procedures, a bid protest was filed in the Clerk of the Board's Office on June 30, 2010, in connection with the foregoing Contract. The protest was filed by Attorney Miguel A. Diaz de la Portilla, representing JCON Group, Corp.

A filing fee in the amount of $3,000.00 was submitted with the bid protest.

If you have any questions pertaining to this protest, please contact my assistant in charge of bid protest procedures Fara C. Diaz at Ext. 1293.

DC/fcd
Enclosures

DISTRIBUTION:
Board of County Commissioners (via email)
George Burgess, County Manager (via email)
Alina T. Hudak, Assistant County Manager (via email)
Hugo Benitez, Assistant County Attorney (via email)
Daniel Frastai, Assistant County Attorney (via email)
Charles Anderson, Commission Auditor (via email)
Herminio Lorenzo, Fire Chief, Miami-Dade Fire Rescue Department (via email)
George Navarrete, Director, Office of Capital Improvements (via email)
Angel H. Lamela, Contract Manager (via email)
Margarita Garces, Project Manager (via email)
Penelope Townsley, Director, Department of Small Business Development (via email)
Alfonso Ledo, Miami-Dade Fire Rescue Department (via email)
Patrice King, Small Business Development (via email)

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

JCON GROUP, CORP.

Petitioner,

v.

MIAMI-DADE COUNTY, BOARD
OF COUNTY COMMISSIONERS,

Respondent.

_____/

CLERK OF THE BOARD
2010 JUN 30 PM 3:32
CLERK CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

NOTICE OF INTENT TO PROTEST

Petitioner, JCON GROUP, CORP. (hereinafter "JCON") files its Notice of Intent to Protest as to the recommended award of a contract for the construction of Model Cities Fire Station No. 2 at Miami Dade Fire Rescue Department ("MDFRD"), pursuant to the Invitations to Bid, Contract Number MDFRD T-21 ("ITB") by Miami-Dade County (hereinafter "COUNTY"). This Notice of Intent to Protest is brought and filed pursuant to Section 2-8.4 of the Miami-Dade County Code of Ordinances, and Implementing Order No: 3-21, as well as applicable Florida Statutes and case law. Concurrent herewith, JCON is also submitting its filing fee in accordance with the Implementing Order.

Background

1. On or about March 9, 2010 the COUNTY advertised its ITB for the construction of Model Cities Fire Station No. 2 at MDFRD. Bids to the COUNTY were due no later than 2:00 PM on April 7, 2010. MDFRD received seventeen (17) bids on the due date; all bids were deemed responsive as per the Department of Small Business Development.

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2. After the bids were opened, JCON raised serious questions and concerns regarding the manner in which MDFRD evaluated and ultimately ranked MERKURY as the apparent, lowest, responsive, responsible bidder. JCON notified the COUNTY in writing, *inter alia,* that it opposed consideration of MERKURY'S bid as it is fatally flawed and legally non-responsive. The County improperly allowed MERKURY to modify its bid after bid opening.
3. MERKURY submitted a bid for $2,265,964.00. After bid opening, the County determined that MERKURY's bid was not properly calculated and corrected MERKURY's bid, resulting in an amount of $2,741,246.00. JCON's bid was for $2,751,518.22.
4. A responsive bid is one submitted on the correct forms, containing all required information, signatures and notarizations. Intercontinental Properties, Inc. v. State Dept. of Health and Rehabilitative Services, 606 So.2d 380 (Fla. 3d DCA 1992). MERKURY submitted its bid to the County without the correct price. The bid price was required information pursuant to the ITB. The County cannot fix MERKURY's bid price after bid opening, to do so, would give MERKURY an unfair competitive advantage not enjoyed by JCON. MERKURY's bid is therefore non-responsive and should be disqualified as a matter of law.
5. Additionally, MERKURY submitted a bid bond that did not meet the requirements of the ITB: Specifically, the ITB required a bond of 5% of the bid amount. MERKURY submitted a bid bond for 5% of $2,265,964.00. The County, however, determined that MERKURY made a mistake and corrected MERKURY's bid to reflect an amount of $2,741,246.00. Therefore, MERKURY's bid bond was insufficient and did not meet the ITB's requirements.
6. A bond that is not for the correct amount is a non-waivable defect that renders a bid non-responsive. Interstate Rock Products, Inc. v. U.S., 50 Fed. Cl. 349 (2001), affd, 48 Fed. Appx. 331 (Fed. Cir. 2002). In Interstate, the bidder's failure to submit a properly executed bid guarantee by omitting the penal sum on the bid bond rendered its bid non-responsive, and

the contracting agency was not permitted to consider the bidder's explanation that the omission of the penal sum was a clerical error. Moreover, the bidder was not entitled to alter its bid with additional documents to correct the error following bid opening. Similarly, MERKURY cannot alter its bid bond after bid opening, and the County should not entertain MERKURY's explanations, if any, for the error. The bid bond is a material requirement of the bid. MERKURY's bid bond is insufficient to provide the requisite security mandated by the ITB. As such, MERKURY's bid is non-responsive to the ITB and should not have been considered by the County.

7. On June 25, 2010, the County Manager issued his written recommendation of award to MERKURY. As the second ranked firm, JCON has standing to challenge the ranking and to file the instant protest. *See* Preston Carroll Company, Inc. v. Florida Keys Aqueduct Authority, 400 So.2d 524 (Fla. 3rd DCA 1981).

8. Based upon the above, and as further described below, JCON intends to protest the evaluation and ranking of the proposals, and the County Manager's recommendation. The ranking of MERKURY, under the circumstances, is arbitrary and capricious, and deprived JCON the opportunity for fair consideration of its proposal.

9. All applicable law, and the terms of the ITB mandate a recommendation that the ranking be overturned and that MERKURY be found non-responsive and non-responsible.

Facts and Grounds of Protest

10. JCON adopts and alleges Paragraphs 1 through 9 of this Notice of Intent to Protest as if fully rewritten.

11. The grounds for the Protest are as follows:

    a) That the MERKURY proposal should have been found non-responsive and rejected.

b) That MERKURY should have been found non-responsible, and should not have been ranked.

c) That the County erroneously, arbitrarily and capriciously allowed MERKURY to correct its bid after bid opening in violation of Florida law, and contrary to competition.

d) That the County's recommended award to MERKURY is clearly erroneous, arbitrary and capricious, and contrary to competition in allowing MERKURY to alter its insufficient bid bond after bid opening, disregarding the minimum qualifications and requirements of the ITB.

12. **MERKURY proposal should have been found non-responsive, and rejected.**

a) Failure to Meet the Minimum Qualifications. It is indisputable that MERKURY did not meet the minimum qualifications and requirements of the ITB. Page 3 of the ITB clearly states that incomplete bids will not be accepted by the County. MERKURY submitted a bid with the incorrect price, and a bid bond that did not meet the requirements of the ITB. The County cannot arbitrarily disregard its own specification, which are critical to meaningfully evaluate and provide fair side by side comparison of the proposals.

b) MERCURY had an unfair competitive advantage over JCON. The County cannot fix MERKURY's bid price for them after bid opening. The County should not have gone back to MERKURY to modify, or negotiate its incorrect price, and bid bond amount, to make MERKURY responsive after bid opening. Such modification, or negotiation, would give MERKURY an unfair competitive advantage over JCON. Harry Pepper & Associates, Inc. v. City of Cape Coral, 352 So. 2d 1190 (Fla. 2d DCA 1977).

Based upon the above, MERKURY's proposal must be rejected as non-responsive. The County cannot make an award based upon standards which deviate from the advertised requirements. *See,* City of Sweetwater v. Solo Construction Corporation, 823 So. 2d 798 (Fla. 3rd

DCA 2002). *See also,* Emerald Correctional Management v. Bay County Board of County Commissioners, 955 So. 2d 647 (Fla. 1st DCA 2007), wherein the Court acknowledged a cause of action where a public body fails to comply with the terms of its request for proposals in the evaluation process. *See also,* McKnight Construction Co., Inc. v. Department of Defense, 85 F.3d 565 (USCA 11th Cir. 1996), Savin Corporation v. Department of General Services, 1985 WL 305714 (Fla.Div.Admin.Hrgs.1985), and Gus Crocco, et al v. Department of Transportation, 1984 WL 275460 (Fla.Div.Admin.Hrgs.1984), finding that rejection was appropriate where the bidder failed to provide the required costing and accurate "assumptions" which are intended to enable the agency to review pricing.

13. **MERKURY should have been found non-responsible, and should not have been ranked.** As referenced above, MERKURY did not meet the minimum qualifications and requirements of the ITB. The minimum requirements of the ITB were arbitrarily disregarded. In this case, MERKURY submitted an incorrect price and insufficient bid bond amount, the County improperly went back to MERKURY, after bid opening, and negotiated and modified MERKURY's bid.

MERKURY submitted a bid for $2,265,964.00. After bid opening, Miami Dade County determined that MERKURY'S bid was not added properly and corrected MERKURY's bid to $2,741,246.00. The bid price was required information pursuant to the ITB. The County cannot fix MERKURY's bid price for them after bid opening, To do so, would give MERKURY an unfair competitive advantage not enjoyed by JCON. MERKURY's bid is therefore non-responsive and should be disqualified as a matter of law.

Additionally, MERKURY submitted a bid bond that did not meet the requirements of the ITB: Specifically, the ITB required a bond of 5% the bid amount of $2,741,246.00(as "corrected" by the County). **MERKURY, however, submitted a**

bid bond for 5% of $2,265,964.00. Therefore, MERKURY's bid bond was insufficient and did not meet the ITB's requirements. The County should not consider bids that are not responsive or responsible and materially deviate from its specifications. MERKURY's bid is fatally flawed and legally non-responsive.

In accordance with City of Sweetwater, Emerald Correctional Management, and the terms of the ITB, the MERKURY proposal must be rejected. Moreover, the irregularities provided MERKURY with an unfair competitive advantage, and cannot be deemed minor technicalities. *See* Robinson Electrical Co., Inc. v. Dade County, 417 So. 2d 1032 (Fla. 3rd DCA 1032).

14. **MDFRD's ranking is clearly erroneous, arbitrary and capricious, and contrary to competition**. As set forth above, MERKURY should have been found non-responsible, and should not have been ranked by the Selection Committee. MERKURY submitted a bid that was incomplete, incorrect and insufficient according to the terms of the ITB. The County should not have corrected MEKURY'S bid after opening. In fact, going back to MERKURY and negotiating and or modifying their price and bid bond amount created an unfair competitive advantage not enjoyed by JCON. The price and bid bond amount are material terms and requirements of the ITB and cannot be waived as a matter of law. MDRD's ranking of MERKURY as the apparent, lowest responsive and responsible bidder lacks a rationale basis, provided MERKURY with an unfair competitive advantage, is contrary to the requirements of the ITB, and denied JCON fair consideration of its proposal. *See,* City of Sweetwater v. Solo Construction Corporation, 823 So. 2d 798 (Fla. 3rd DCA 2002). *See also,* Emerald Correctional Management v. Bay County Board of County Commissioners, 955 So. 2d 647 (Fla. 1st DCA 2007).

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15. The County Manager's recommendation approving the MDRD's ranking is clearly erroneous, arbitrary and capricious and disregards the minimum qualifications and requirements of the ITB.

Conclusion

Based upon the foregoing, JCON hereby files its Notice of Intent to Protest, and requests the COUNTY to appoint a hearing officer in accordance with Section 2-8.4 of the Miami-Dade County Code of Ordinances, and Implementing Order No: 3-21, and that the hearing officer conduct a hearing and enter a Recommended Order overturning the County Manager's recommendation. In accordance with the Implementing Order, JCON will separately file its Bid Protest and supporting exhibits.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original Notice of Intent to Protest is to be filed with the Clerk of the Board of County Commissioners, with copies to Merkury Development, 7300 Biscayne Boulevard, Suite 204; Miami, Florida 33138 and R.A. Cuevas, Jr., Esq., Miami-Dade County Attorney, County Attorney's Office, 111 N.W. First Street, Suite 2810, Miami, Florida 33128 on this 30 date of June, 2010.

BECKER & POLIAKOFF, P.A.
Attorneys for Petitioner
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134
Telephone: 305-262-4433

By: _____
Miguel A. Diaz de la Portlla
Florida Bar No. 724180
William J. Cea
Florida Bar No. 951470

ACTIVE: 3015684_1

CLERK OF THE COURT
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

JCON GROUP, CORP.

Petitioner,

v.

MIAMI-DADE COUNTY, FLORIDA,

Respondent,

and,

MERKURY CORPORATION,

Intervenor.

_____/

In Re: Bid Protest Model Cities Fire Rescue Station No. 2 Project No. 376740-CON ESP, Contract No. MDFRD-T-21

FINDINGS AND RECOMMENDATIONS OF HEARING EXAMINER

This matter was heard before the undersigned Hearing Examiner on July 22, 2010 at the Stephen P. Clark Center, 111 N.W. First Street, 27th Floor, Conference Room 27-B, Miami, Florida, upon the Bid Protest ("Protest") filed by **JCON Group, Corp. ("JCON")** protesting **Miami-Dade County's ("County")** recommended award to **Merkury Corporation d/b/a Merkury Development ("Merkury")** of the Model Cities Fire Rescue Station No. 2, Project No. 376740-CON ESP, Contract No. MDFRD-T-21 ("Project"). At the commencement of the hearing, the Petition for Leave to Intervene filed by Merkury was granted.

Having considered the Protest, and the exhibits attached thereto and admitted at the July 22, 2010 hearing, witness testimony and arguments of JCON, the County, and

Merkury, and being otherwise fully advised in the premises, for the reasons set forth below, the Protest is denied and I recommend that the contract be awarded to Merkury.

FINDINGS OF FACT

Miami-Dade County, through the Fire Rescue Department, issued an Advertisement for Bids to construct the Model Cities Fire Rescue Station. The work involved the construction of a 12,038 square foot, 3 bay fire rescue station, the construction of a training tower, and the demolition of an existing station. In response to the Advertisement for Bids, the County received 17 bids, all of which were found responsive. Merkury was found to be the apparent lowest responsive responsible bidder and JCON was the apparent second low bidder.

The Invitation to Bid provides that the County intends to make an award to the contractor found to be the lowest responsive and responsible bidder. Pursuant to the bid, the County evaluated Merkury's bid further and requested a schedule of values. After completing the evaluation, on June 23, 2010, the County Manager issued notification of the intent to award the Project to Merkury. The County intends to make an award of the Project including the Base Bid price, and Alternate Bid Items, Numbers 1 and 2.

The Protest raises two primary issues with respect to the intended award. Namely, that Merkury's bid bond did not meet the requirements of the Invitation to Bid. JCON contends that Merkury had an error on the bid form and that the County could not correct or fix this error. Second, that Merkury was improperly afforded the opportunity to reconsider its pricing and correct apparent mistakes after the bid opening. JCON further

contends that this opportunity to reconsider and correct was not afforded any other bidders and provided Merkury with an unfair advantage over the other bidders.

In completing the Bid Form, the bidders were required to include prices for the base bid, 4 alternates, and a contingency allowance account. The bidders were required to add all of these numbers and the dedicated allowance account to arrive at a Grand Total Bid. Merkury did provide all of the required bid prices. However, when adding them up to arrive at the Grand Total Bid, Merkury did not include the alternates in that number. JCON submits that this was an error and alleges that the County gave Merkury an opportunity to correct its bid. JCON contends that this is evident from several letters from the Department to Merkury dated April 27 and 30th of 2010, as well as a letter from Merkury to the County dated may 10, 2010.

All bidders were required to provide a Bid Bond to cover at least 5 percent of the highest Total Bid Price. Merkury's Bid Bond states that it was for "five percent of the amount bid." JCON's bid bond used very similar language, "Five percent of bid proposal submitted." Others used similar language. None of these Bid Bonds referred to a specific amount.

Merkury's Bid Bond was based upon the total Base Bid and not the Grand Total Bid which included Alternates, Contingencies and Allowances. Additionally, Merkury's Grand Total did not include these as well. JCON contends that Merkury's Bid Bond should have been for the Grand Total of the Base Bid, Alternates, Contingencies and Allowances.

With respect to pricing, the County also had concerns relative to whether the pricing submitted included all items required by the Invitation to Bid. On April 27, 2010,

the County requested a Schedule of Values from Merkury. On April 30, 2010, the County corresponded with Merkury and reiterated additional concerns. The County concluded that some of the variations in the Merkury Schedule of Values may be attributed to market conditions, but went on to find that there were "some very specific concerns in a number of issues as to whether all scope is adequately included in the Bid Price and whether the prices are based on the specified materials and products." The County further advised Merkury that the "differential is very concerning and suggests the possibility that some elements of the project scope may not [have] been adequately priced or assumptions may have been made by Merkury or sub contractors that alternate materials or systems, which differ in quality to those specified, will be accepted for this project." Moreover, the County advised Merkury that a meeting would be required to discuss the issues.

Among the items of concern listed in the April 30, 2010 correspondence is the requirement for 6 Four-Fold Doors. A supplier of the doors authorized by the County in the bid specifications, Door Systems of South Florida, Inc., supplied a price proposal for the doors dated as of April 6, 2010 in the amount of $191,125.00. Merkury's schedule of values only accounted for $54,993.00 for this portion of the Project. The County proceeded to conduct a meeting with Merkury. On May 10, 2010, the County's retained Architect for the Project, Landera Associates, P.A., advised that Merkury's "bid price may not have adequately accounted for the specified Four Fold Doors and window treatment, however, Mr. Alen stated their company's commitment and ability to provide the correctly specified products within their base bid price."

ARGUMENT AND ANALYSIS

Pursuant to the Invitation to Bid, the County established terms and specifications, including the requirement for bid security in the amount of not less than five percent of the *highest Total Bid Price.* The Project documents also had specific requirements for components of the Project, which included Four-Fold Doors and window treatments.

While the County is afforded wide discretion in making award decisions, it cannot act arbitrarily and capriciously. *See,* City of Sweetwater v. Solo Construction Corporation, 823 So. 2d 798 (Fla. 3rd DCA 2002), and Emerald Correctional Management v. Bay County Board of County Commissioners, 955 So. 2d 647 (Fla. 1st DCA 2007). To determine whether the County acted arbitrarily is generally controlled by whether it complied with its own proposal criteria as set forth in the Invitation to Bid. Id.

While a bid containing a material variance is generally unacceptable, "not every deviation from the invitation is material." Robinson Electrical Co. v. Dade County, 417 So.2d 1032, 1034 (Fla.3d DCA 1982). In Robinson the Court stated that in "determining whether a specific noncompliance constitutes a substantial and hence non-waivable irregularity, the courts have applied two criteria- first whether the effect of the waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specific requirements, and second whether it is of such nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition."

In this case, there is no evidence that the fact that Merkury made an error in the Bid Form when adding up the bids to arrive at the Grand Total Bid deprives the County

of any assurances that the contract will be entered into. The Grand Total Bid number is not the number used for selecting the lowest bidder, nor is it necessarily the number that would be used for contract award. According to the Bid Documents, the number that is used for comparing bids and ultimately for contract award is the base bid and whatever combination of alternates, if any, the County chooses to utilize. The Grand Total Bid number, while required in the Bid Form, serves no real purpose, as a result it does not deprive the County of any assurances that the contract will be entered into, guaranteed or performed.

There is also no evidence that the correction of the Grand Total Bid number in any way affected or would affect competitive bidding. The correction of the Grand Total Bid does not affect who the lowest responsive responsible bidder is. It is clear that Merkury did not gain any advantage over other bidders by the correction of a number that is irrelevant. Merkury is still being required to execute the contract under the same bid prices that it submitted in accordance with the procedures of the Bid Documents.

As to the pricing, where mistakes are made by a bidder, the County would be permitted to proceed with the award if all information necessary to ascertain that a mistake was made, manner in which it was made, amount of the intended bid was apparent from the bid itself. In fact, the Courts have held that a "bidder may be permitted to upwardly correct its bid price prior to award where there is clear and convincing evidence that a mistake was made, the manner in which the mistake occurred, and the intended price." *See,* Matter of: Prudent Technologies, Inc., 2009 WL 4690431 (Comp.Gen.). Here it is clear what the mistake was and the manner in which it was made. Merkury did not include the alternates when it added the bids to arrive at the Grand Total

Bid. Yet the intended price is clear because Merkury did include all of the required bids that make up the Grand Total Bid (the base bid, all of the required alternates and the allowance account). It only did not include the alternates when adding up all of the bid numbers to fill in the Grand Total Bid. But it clearly intended to bid all the prices it listed in the Bid form otherwise one would wonder why they would have included those prices. Thus, the correction of the Total Bid Price is clearly permissible.

Merkury's Bid Bond, because it indicates in the form that it was for five percent of amount bid is also in compliance with the bid documents. Contrary to JCON's allegations it was not for a specific grand total amount. Since the County determines what the actual amount of the bid is, by determining what alternates if any to utilize along with the base bid, the bid bond secures 5% of that number. Thus Merkury's Bid Bond complied with the Bid Documents.

Furthermore, to the extent that the Grand Total Bid may have needed to be corrected, and since it was permissible for the County to correct Merkury's Grand Total Bid, the Bid Bond would cover that corrected Grand Total Bid if necessary. Merkury's Grand Total Bid is clearly the sum of the bid prices it submitted for the base bid, the alternate bids, the allowance account bid and the dedicated allowance account, regardless of an error in addition on the Bid Form. The numbers that make up the intended Grand Total Bid are all included in the Bid Form and since the County can correct that Grand Total Bid number the Bid Bond guarantees that number.

JCON's argument that the County's request for a schedule of values and a meeting to review Merkury's bid prices to determine if they included all specified items provided JCON with an opportunity to correct itself and position itself better as the low

bidder. The County employed an architect to review the bid to determine if the requirements of the bid were met with JCON's bid. After a review of the schedule of values, a meeting with JCON and an *upward* correction in bid price it was determined that the County's needs and the requirements of the Bid documents were in fact met. JCON argues that this is similar to the facts in Harry Pepper & Associates, Inc. v. City of Cape Coral, 352 So. 2d 1190 (Fla. 2nd DCA 1977). In Harry Pepper the Court found that discrepancies determined by the City's retained engineer could not be cured after the fact by simply gaining confirmation from the bidder that its bid amount would include the full scope of the work. In so holding, the Court found that it was improper for the City to permit a bidder, with knowledge of the other bid amounts, to be in a position "to decide whether it wanted the job bad enough to incur the additional expense." Id. at 1193.

While County reserved the right to seek additional information from bidder, it was primarily in the context of reserving the right to *reject* a bid. Moreover, a request for information cannot be employed in such a way to provide Merkury with the opportunity to position itself as the low bidder after the opening of the bids. Id. On its face, JCON's bid was clear in what it intended to bid, its price and the materials specified and associated pricing. Nothing obtained from the schedule of values or the meeting with JCON altered its intentions or provided an unfair advantage to them not afforded to others.

The Courts have held that "the authority to correct mistakes alleged after bid opening but prior to bid award is vested in the procuring agency, and because the weight to be given the evidence in support of an asserted mistake is a question of fact, we will not disturb an agency's determination concerning bid correction unless it is

unreasonable." See Matter of Prudent Technologies, B-401736.3, 2009 CPD P 254, 2009 LW 4690431 (Comp. Gen.). In Matter of Prudent Technologies, the Court allowed the procuring agency to correct a mistake of multiplication on the bid in order to arrive at the correct bid price. Id. That Court held that "all of the information necessary to ascertain that a mistake was made, manner in which it was made, and the amount... intended to bid, was apparent from the bid itself." Id.

More importantly, no evidence was presented that the County acted in an illegal, fraudulent, dishonest, or arbitrary manner in recommending award of this contract to Merkury. The Supreme Court of Florida has spelled out the deferential standard of review to be applied when reviewing the decisions of governments in the area of competitive bidding in the State of Florida. According to the Court, "[i]n Florida... a public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous and even if reasonable persons disagree." *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So.2d 505, 507 (Fla. 1982). Finding that there was "no illegality, fraud, oppression or misconduct" on the part of the government entity, the Court found that "it was clearly within the commission's discretion to award the subject bid...." *Id.*

"[O]nly [a] showing of clear illegality will entitle an aggrieved bidder to judicial relief.... Judicial intervention in an agency decision... is limited to those few occasions where fraud or corruption has influenced the conduct of officials." *Department of Transportation v. Groves-Watkins Constructors*, 530 So.2d 912, 913-914 (Fla. 1988). Furthermore, the scope of review of a government's action with regards to competitive

bidding is "limited to whether the purpose of competitive bidding has been subverted. In short, the hearing officer's sole responsibility is to ascertain whether the agency acted fraudulently, arbitrarily, illegally or dishonestly." *Id.*

An "agency's decisions with respect to competitively bid contracts" is given "strong judicial deference." *Miami-Dade County v. Church & Tower, Inc.*, 715 So.2d 1084, 1089-1090 (Fla. 3d DCA 1998). Furthermore, "so long as such a public agency acts in good faith, even though they may reach a conclusion on facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous." The 3rd DCA in *Church and Tower* found that while the bid protest showed substantial disagreement with the action of the commission and the hearing examiner it fell short of showing arbitrary or capricious action, much less illegality, fraud, oppression or misconduct."

RECOMMENDATION

Based upon the facts and findings set forth above, it is hereby recommended that the Bid Protest filed by JCON be denied and the recommendation of award by the County Manager to Merkury as the lowest responsive responsible bidder shall stand.

DATED this 30th day of July, 2010.

LOREE SCHWARTZ FEILER
HEARING EXAMINER

Copies Furnished to:

Daniel Frastai, Esq.
Miguel Diaz de la Portilla, Esq.
William J. Cea, Esq.
Patrick E. Gonya, Jr. Esq.

CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

In re: Bid Protest Hearing for
JCON Group, Corp.
Model Cities Fire Rescue Station No.2
Project No. 376740-CON ESP;
Contract No. MDFRD-T-21
_____/

MIAMI-DADE COUNTY'S MOTION TO DISMISS OR, IN THE ALTERNATIVE, MEMORANDUM IN OPPOSITION TO JCON GROUP CORPORATION'S BID PROTEST

JCON Group Corporation ("JCON") protests Miami-Dade County's (the "County") recommendation to award Model Cities Fire Rescue Station No.2, Project No. 37640-CON ESP, Contract No. MDFRD-T-21 (hereinafter the "Contract") to Merkury Development Corporation ("Merkury") on the grounds that Merkury's proposal should have been found non-responsive and non-responsible, and also because the County's actions were erroneous, arbitrary and capricious. Specifically, JCON argues that the County should not be allowed to "fix" Merkury's bid and that the bid bond submitted by Merkury was not for the correct amount. However, contrary to JCON's allegations, the County did not fix or correct Merkury's bid and Merkury's bid bond was not for an incorrect amount. More importantly, the County did not act fraudulently, arbitrarily, illegally or dishonestly in recommending award to Merkury, the lowest responsive and responsible bidder, and as a result JCON's protest should be dismissed, or in the alternative denied.

BACKGROUND

On or about April 7, 2010, the County received 17 bids for the construction of a new fire rescue station titled Model Cities Fire Rescue Station No.2. See excerpt of

Notification of Managers Intent to Award letter on handwritten p. 4, attached as Ex. 1. All of the bids received were deemed responsive. Id. After the opening of bids, Merkury was found to be the apparent lowest responsive responsible bidder and after further evaluation Merkury was recommended for award of the Contract. Id. at 4-5. The project consists of the demolition of an existing fire station and the construction of a new fire station as well as an adjacent training tower and a classroom/training facility. See Advertisement for Bids attached as Ex. 2.

ARGUMENT

THE COUNTY DID NOT FIX OR CORRECT MERKURY'S BID NOR WAS MERKURY'S BID BOND FOR AN INCORRECT AMOUNT

JCON argues that the County cannot "fix" Merkury's bid because to do so would give Merkury an unfair advantage. See Bid protest P.2. JCON also argues that the bid bond was insufficient and that a bond that is not for the correct amount is a non-waivable defect. Id. However, the County did not "fix" or correct Merkury's bid and Merkury's bid bond was not for an incorrect amount.

According to the Instructions to Bidders, the recommendation for award will be made to the bidder with the lowest responsive responsible bid. See excerpt from Instructions to Bidders p. 00200-19, attached as Ex. 3. In determining the lowest responsive responsible bidder, "the department shall use the total of all base proposal items (base bid). Contingency Allowance and Dedicated Allowance items will not be considered in the determination of the lowest bid." Id. Furthermore, the Instructions to Bidders provides that "[i]n determining the lowest responsive responsible bidder, the County in its sole discretion, may elect to include any options or alternatives which it

deems advisable to include in the Contract." Id. at P. 00200-20. The Bid Form itself also states that "MDFRD reserves the right to select any or all alternates to compute the total contract amount to determine the lowest bidder." See Bid Form attached as Ex.4. The base bid amount, the amount bid for the alternates, and the amount bid for the allowance accounts were all to be filled out in the Bid Form. Id.

The County decided to use the first 2 out of 4 available alternate bid items. See Ex. 1, at 5. Merkury's base bid was for $2,094,251 and Merkury bid $385,340 for Alternate Bid Item No.1 and $264,342 for Alternate Bid Item No.2. See Ex. 4 at 2-3. Thus, Merkury's bid for purposes of comparing bids to determine the lowest bid was $2,743,933. Compared to all other bidders Merkury's bid was the lowest responsive responsible bid. See Bid Tabulation attached as Ex. 5. The County did not "fix" nor correct Merkury's bid and Merkury has not asked that its bid be fixed or corrected in any way either. The County's selection of Merkury as the lowest responsive responsible bidder was done in accordance and in compliance with the Instructions to Bidders and was not in any way illegal, fraudulent, arbitrary or dishonest.

Merkury's Bid Bond was also in compliance with the bid documents and contrary to JCON's allegations was not for an incorrect amount. The Instructions to Bidders requires a bid bond to be at least 5 percent of the bid price. See Ex. 3, p. 00200-16. Merkury's bid bond clearly states that it was for "five percent of the amount bid." See Bid Bond attached as Ex.6. Contrary to JCON's allegations the bid bond does not refer to the amount of $2,265,964 in any place whatsoever. In fact the other bid bonds submitted, including JCON's own bid bond, also state that they were for "five percent of the amount bid" or "five percent of bid proposal submitted" and do not include a specific

amount. See sample bid bonds attached as Ex. 7. Those bid bonds, including JCON's, are identical to Merkury's with regards to the description of the amount bid. Since Merkury's bid was for 5% of the amount bid, exactly what the bid documents required, Merkury's bid bond was not incorrect.

JCON argues that Merkury made an error in the bid form when it added the numbers to arrive at the Grand Total Bid. The Bid Form had a line that required that the bidder add up the base bid, the alternates, and the allowance accounts to arrive at a Grand Bid Total. See Bid Form, Ex. 4. In adding these numbers Merkury did not include the alternates. However, this is a classic example of a minor variance that is waivable by the procuring agency. The Grand Total Bid number is irrelevant since as already indicated previously the number used to determine the lowest responsive responsible bidder is made up of the base bid and the alternates, if any, chosen by the County. The Grand Total Bid number is not used to compare bids.

Furthermore, while a bid containing a material variance is generally unacceptable, "not every deviation from the invitation is material." Robinson Electrical Co. v. Dade County, 417 So.2d 1032, 1034 (Fla.3d DCA 1982). In Robinson the Court stated that

> In determining whether a specific noncompliance constitutes a substantial and hence nonwaivable irregularity, the courts have applied two criteria- first whether the effect of the waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specific requirements, and second whether it is of such nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of

advantage over other bidders or by otherwise undermining the necessary common standard of competition.

Id. To the extent that it may be considered an irregularity that Merkury did not include alternates when it added up the bids to arrive at the Grand Total Bid number this is clearly not a material irregularity and is waivable. Under the first part of the test it does not in any way deprive the County of any assurance that the contract will be entered into, performed and guaranteed according to its specific requirements. Under the second part of the test it does not adversely affect competitive bidding by placing a bidder in a position of advantage since the bid documents clearly state that for purposes of determining the lowest responsible bidder only the base bid and the options selected by the County will used. There also is no indication that this irregularity undermines competition in any way whatsoever.

Furthermore, even though there is no need to correct any numbers, the Courts have held that a "bidder may be permitted to upwardly correct its bid price prior to award where there is clear and convincing evidence that a mistake was made, the manner in which the mistake occurred, and the intended price." See Matter of Prudent Technologies, B-401736.3, 2009 CPD P 254, 2009 LW 4690431 (Comp. Gen.). Here it is clear that Merkury did not include the alternates when it added the bids to arrive at the Grand Total Bid. Yet the intended price is clear because Merkury did include a base bid, all of the required alternates and the required allowance account bids in the Bid Form. It only did not include the alternates when adding up all of the bid numbers to fill in the Grand Total Bid.

The Courts have held that "the authority to correct mistakes alleged after bid opening but prior to bid award is vested in the procuring agency, and because the weight to be given the evidence in support of an asserted mistake is a question of fact, we will not disturb an agency's determination concerning bid correction unless it is unreasonable." Id. In Matter of Prudent Technologies, the Court allowed the procuring agency to correct a mistake of multiplication on the bid in order to arrive at the correct bid price. Id. That Court held that "all of the information necessary to ascertain that a mistake was made, manner in which it was made, and the amount... intended to bid, was apparent from the bid itself." Id. As explained above, in this case all of the information necessary to ascertain that a mistake was made, the manner in which it was made and the amount intended to be bid is apparent on the face of the bid, As a result, even if the County were to correct any errors in addition, the County would not be acting arbitrarily, capriciously, illegally or fraudulently. Moreover in Prudent Technologies, the Court also relied on the fact that the correction of the mistake did not result in displacement of any lower-priced bids. Id. at 4. In this case, Merkury's bid is the lowest bid even after the alternates are included in the grand total bid compared to all the other grand total bids.

THE COUNTY DID NOT ACT IN AN ARBITRARY, FRAUDULENT, DISHONEST, OR ILLEGAL MANNER IN RECOMMEDNING AWARD TO MERKURY, THE LOWEST RESPONSIVE RESPONSIBLE BIDDER

In the State of Florida, "a public body has wide discretion in soliciting and accepting bids for public improvements and its discretion, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear

erroneous and even if reasonable persons may disagree." *Eng'g Contractors Ass'n of S. Florida v. Broward County*, 789 So.2d 445, 450 (Fla. 4th DCA 2001). As a result, "the hearing officer's sole responsibility [in reviewing a protest] is to ascertain whether the agency acted fraudulently, arbitrarily, illegally, or dishonestly." *Dep't of Transp. V. Groves-Watkins Constructors*, 530 So.2d 912, 914 (Fla.1988). JCON"s protest should be denied because JCON has provided no evidence that the County acted arbitrarily, fraudulently, dishonestly or illegally in recommending award of this Contract to Merkury, the lowest responsive responsible bidder.

CONCLUSION

WHEREFORE, for the reasons described above, the County respectfully requests the Hearing Examiner dismiss JCON's protest, or in the alternative, deny the protest and fully affirm the County's award recommendation to Merkury for the Model Cities Fire Rescue Station No.2, Project No. 37640-CON ESP, Contract No. MDFRD-T-21.

Respectfully submitted,

R. A. CUEVAS, JR.
Miami-Dade County Attorney
Stephen P. Clark Center
111 N.W. First Street, Suite 2810
Miami, FL 33128

By: _____
Daniel Krastai
Assistant County Attorney
Fla. Bar No. 666041
Tel. (305) 375-5480
Fax (305) 375-5634

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed and faxed this 19th day of July, 2010 to: Miguel A. Diaz de la Portilla, Becker & Poliakoff, P.A., 121 Alhambra Plaza, 10th Floor, Coral Gables, Florida 33134.

Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: June 23, 2010

To: Diane Collins, Acting Division Chief
Clerk of the Board

From: George M. Burgess
County Manager

Subject: Notification of Manager's Intent to Award

This memorandum is the formal notification of the County Manager's intent to award the Model Cities Fire Rescue Station No. 2, Contract No. MDFRD-T-21; Project No. 376740-CON ESP to Merkury Development, pursuant to Section 2-8.4 of the Code of Miami-Dade County, Implementing Order 3-21 governing bid protest procedures and the relevant bid documents. The accompanying memorandum presents the material terms of the contract award recommendation and has been subject to review and approval by the Office of Strategic Business Management, the County Attorney's Office and the Office of Capital Improvements.

Filing the attached contract award recommendation with the Clerk of the Board begins the three (3) day period in which to file a bid protest.

Attachment

CLERK OF THE BOARD
2010 JUN 25 AM 9:26
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.

EXHIBIT
1

75

Memorandum

MIAMI-DADE COUNTY

Date: 5/21/2010

To: George M. Burgess
County Manager

From: Herminio Lorenzo, Fire Chief
Director
Miami-Dade Fire Rescue Department

Attn: George Navarrete
~~Assistant~~ Director
Office of Capital Improvements

Subject: Contract Award Recommendation for Model Cities Fire Rescue Station No. 2 - Project No: 376740-CON ESP; Contract No: MDFRD-T-21, to Merkury Development

Recommendation

This Recommendation for Award for Construction contract number MDFRD-T-21 between Merkury Development and Miami-Dade County has been prepared by the Miami-Dade Fire Rescue Department and is recommended for approval pursuant to Section 2-8.2.7 of the Code of Miami-Dade County.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Model Cities Fire Rescue Station No. 2

PROJECT NO: 376740-CON ESP

CONTRACT NO: MDFRD-T-21

PROJECT DESCRIPTION:

Model Cities Fire Rescue Station #2 will be done in three phases.
Phase I will consist of the construction of an approximate 12,038 square feet, 3-bay fire rescue station with a 550 square feet covered patio and the required parking spaces.
Phase II A is the demolition of the existing station and the construction of a training tower consisting of 1,408 square feet, including construction of part of the apron and fuel facility.
The final stage, Phase II B, is the construction of a 1,353 square feet training/classroom building and the completion of the apron.

PROJECT LOCATION: 6460 NW 27 Avenue, Miami, Florida 33147

RECEIVED 2010 JUN 1 AM 11:35 CAPITAL IMPROVEMENTS

PROJECT SITES:	SITE #	LOCATION 1	DIST	ESTIMATE	T-S-R
	#72935	6460 NW 27 AVE 33147	2	$2,990,859.23	53-16-41

PRIMARY COMMISSION DISTRICT: District 2 Dorrin D. Rolle

APPROVAL PATH: Manager's Authority Economic Stimulus Plan

USING DEPARTMENT: Miami-Dade Fire Rescue Department

MANAGING DEPARTMENT: Miami-Dade Fire Rescue Department

Fiscal Impact / Funding Source

FUNDING SOURCES:

SOURCE	PROJECT NUM	SITE #
Sunshine State Financing	376740	#72935
Fire Impact Fees	376740	#72935

OPERATIONS COST IMPACT / FUNDING: Operating costs are approximately $4,150,000.00 per year funded from Fire District ad valorem revenues. These costs are for units currently in service at this facility.

MAINTENANCE COST IMPACT / FUNDING: Maintenance costs are approximately $167,800.00 per year for the Fire Station. Maintenance Costs are $19,327.00 for Options 1 and 2. The station maintenance costs are funded from Fire District ad valorem revenues for the Fire Station currently in service, which will be replaced by the new facility; Options 1 and 2 would be additional costs to the Fire District.

LIFE EXPECTANCY OF ASSET: 50 Years

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECT:

CAPITAL BUDGET PROJECT # - DESCRIPTION	AWARD ESTIMATE
376740- MODEL CITIES FIRE RESCUE STATION (STATION 2) Book Page:19 Funding Year: Adopted Capital Budget Book for FY 2009-2010, Prior Years' Funds through FY 2010-2011	$2,990,859.23

BID PACKAGES ISSUED: 30

BIDS RECEIVED: 17

CONTRACT PERIOD:	420 Days. Excludes Warranty Administration Period Time for construction of Fire Rescue Station (Phase I)		
CONTINGENCY PERIOD:	42 Days. Contingency for construction of Fire Rescue Station (Phase I)		
IG FEE INCLUDED IN BASE CONTRACT:	Yes		
ART IN PUBLIC PLACES:	Yes		
BASE ESTIMATE:	$3,187,120.00		
BASE CONTRACT AMOUNT:	$2,094,251.00	For construction of Fire Rescue Station (Phase I)	
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT** **COMMENT**
	New Construction	5%	$104,712.55
PERMIT FEES :	$67,000.00	3.20%	of Base Contract
OPTION NO. 1 - PHASE IIA - TRAINING TOWER AND DEMOLITION OF EXISTING STATION :	$410,387.00	0.00%	This option amount includes Contingency and AIPP Allowance. It is subject to funding availability. 160 Calendar Days must be added for Construction
OPTION NO.2 - PHASE IIB - TRAINING / CLASSROOM FACILITY AND APRON :	$281,524.23	0.00%	This option amount includes Contingency and AIPP Allowance. It is subject to funding availability. 140 Calendar Days must be added for Construction
SUB-TOTAL AMOUNT:	$2,957,874.78		
ART IN PUBLIC PLACES:	$32,984.45		1.5% of Base Contract and Contingency (Phase I)
TOTAL AMOUNT:	$2,990,859.23		

Track Record / Monitor

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: Miami-Dade Fire Rescue Department (MDFRD) received 17 bids on April 7th, 2010; all bids were deemed responsive as per the Department of Small Business Development. On April 9th, MDFRD opened bid prices to find that Merkury Development was the apparent low, responsive, responsible bidder. In order to complete the Bid Evaluation, a Schedule of Values was requested and reviewed by the Design team and MDFRD personnel. The calculation of the difference between the Base Estimate amount and the Low Bidder's base bid is approximately 34% lower than the base estimate. MDFRD's review of the CIIS performance evaluation database shows

	Merkury Development having six (6) performance evaluations for an average rating of 3.5 out of a possible 4.0 points. After a public meeting was held on May 7th, further discussions between the Architect of Record and MDFRD continued. As such, when considering the difference of the next lowest bidders' prices, MDFRD recommends awarding this contract to Merkury Development. MDFRD intends to select Options 1 and 2 as part of the project.
BID OPEN DATE:	4/7/2010
BID BOND EXPIRES:	10/6/2010
BID VALID UNTIL:	10/6/2010
ESTIMATED NOTICE TO PROCEED:	7/1/2010
PRIME CONTRACTOR:	Merkury Development
COMPANY PRINCIPAL:	Paul A. Tolles, President - Ruben Alen, Vice President
COMPANY QUALIFIERS:	Paul A. Tolles.
COMPANY EMAIL ADDRESS:	ruben@merkurydevelopment.com
COMPANY STREET ADDRESS:	7300 Biscayne Boulevard, Suite 204
COMPANY CITY-STATE-ZIP:	Miami, Florida 33138
YEARS IN BUSINESS:	20 Years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	Pursuant to the Firm History Report provided by the Department of Small Business Development, Merkury Development has been awarded five (5) contracts with the County within the last five years for a total value of $7,918,544.59, with no change orders approved by the BCC.
SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):	Solares Construction, Inc., C.L.Elias Construction, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
STANDARD PAYMENT AND PERFORMANCE BOND:	Yes
REVIEW COMMITTEE:	**MEETING DATE:** 4/15/2009 **SIGNOFF DATE:** 4/15/2009 **RESUBMIT DATE:** 1/20/2010 **RESUBMIT SIGNOFF:** 1/20/2010
APPLICABLE WAGES: (RESOLUTION No. R-54-10)	Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	CSBE	25.00%	$549,740.89	
	CWP	11.80%	3	

MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Angel H. Lamela	(786) 331-4502	alamela@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Margarita Garçes	786-331-4518	mgarces@miamidade.gov

Background

BACKGROUND: In an effort to provide more effective and efficient facilities for the area, replacement of the existing Fire Rescue Station No. 2, construction of training classroom facility, training tower, and fueling facility is proposed. Model Cities is one of the busiest Fire Rescue Stations in the County located at 6460 N.W. 27th Avenue on an approximate two-acre parcel of land. The existing facility is obsolete; additional space is required to allow functional uses and to maximize efficiency in operations and general use.

BUDGET APPROVAL FUNDS AVAILABLE:	OSBM DIRECTOR	6/3/10 DATE 5-28-10
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	6/14/10 DATE
CAPITAL IMPROVEMENTS CONCURRENCE: M.S.	OCI DIRECTOR	6/23/10 DATE
	ASSISTANT COUNTY MANAGER	6/23/10 DATE
CLERK DATE	DATE	

ADVERTISEMENT
FOR BIDS
MIAMI-DADE COUNTY, FLORIDA

Sealed Bids for furnishing all labor, materials and equipment for the following project will be received by MDC in the Office of The Clerk of The Board of County Commissioners, Room 17-202 Stephen P. Clark Center, 111 NW 1st Street, Miami, up to 2:00 p.m., Local Time, on **Wednesday April 7, 2010** where they will be publicly open and read aloud. Bid prices will be opened and read aloud forty-eight hours later based on the Small Business Development (SBD) preliminary responsiveness review.

PROJECT NAME: Model Cities Fire Rescue Station No. 2

PROJECT NO: 376740-CON ESP

CONTRACT NO: MDFRD-T-21

PROJECT DESCRIPTION: The work, in general, consists of the construction of a new, Model Cities Fire Rescue Station No. 2, Demolition of existing, construction of Training Tower and Classroom/Training Facility and all associated site work and improvements as indicated on the contract documents prepared by Landera Associates; to be done in three phases.
Phase I will consist of the construction of an approximate 12,038 square feet, 3-bay fire rescue station with a 550 square feet covered patio and the required parking spaces.
Phase II A is the demolition of the existing station and the construction of a training tower consisting of 1,408 square feet, including construction of part of the apron and fuel facility.
The final stage, Phase II B, is the construction of a 1,353 square feet training/classroom building and the completion of the apron.

PROJECT LOCATION: 6460 NW 27th Avenue, Miami, Florida 33147

PRE-BID CONFERENCE: MDC has scheduled a MANDATORY Pre-Bid Conference at **10:00 A.M.** local time on **Tuesday, March 16, 2010,** at the **site located at 6460 NW 27 Avenue, Florida 33160**, The Pre-Bid Conference is being held to answer any questions regarding this project.

CONTRACT DOCUMENTS AND INFORMATION AVAILABILITY: Specifications and Contract documents will be available on **Tuesday March 9th, 2010** May be purchased from LANDERA ASSOCIATES, P.A. located at 7500 S. Red Road Suite D, South Miami, Fl. 33143, Phone: 305-662-1660, Fax 305-662-7303, e-mail: olandera@LanderaAssociates.com.
Upon a non-refundable deposit of $150.00 per set in check or money order payable to the Board of County Commissioners of Miami-Dade County.

CONTRACTOR'S LICENSES AND CERTIFICATIONS: Bidders must hold at the time of bid submission (and maintain same throughout duration of the contract) a current valid Certificate of General Building/Engineering issued by the State of Florida Construction Industry Licensing Board or the Miami-Dade County Construction Trades Qualifying Board, or have a State of Florida Certified General Contractor's License.

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE): This project includes goals for the participation of Community Small Business Enterprises based on a percentage of the total contract amount. Goals for Community Small Business Enterprises must be fulfilled using construction contractor/sub-contractor trades to comply with goals requirements pursuant to this solicitation.
The Contractor must agree to abide by the provisions of the Project Manual regarding minimum participation goals, proposed below as a percentage of the total Contract Sum and accepted by MDC and which are established for this Project as follows:

EXHIBIT
2

Community Small Business Enterprise participation: 25%

COMMUNITY WORKFORCE PROGRAM: 11.8%

BID BOND REQUIREMENTS: This Bid Guarantee shall be in the amount of 5% of the Total Bid, and shall accompany each bid, in accordance with Instructions to Bidders.

PERFORMANCE AND PAYMENT BOND: A 100% Performance & Payment Bond is required. Simultaneously with the return of the executed Contract documents, the awarded contractor will be required to submit a Contractor's Performance and Payment Bond, either Cash or Surety, satisfactory to the Board of County Commissioners. The Performance and Payment Bond must be executed on the form provided by MDC after the recommendation of award has been made.

ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS: To request a copy of any ordinance, resolution and/or administrative order cited in this bid solicitation, the bidder must contact the Clerk of the Board at 305-375-5126.

This Project is covered by the **"Cone of Silence"** Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, Ordinance No. 8-111. "Cone of Silence" is imposed upon each RFP, RFQ or bid after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners.

The Contractor is hereby advised of Resolution No R-1145-99, Clearinghouse for Posting Notices of Job Opportunities Resulting from Construction Improvements on County Property. The procedures direct the Contractor to forward a notice of job vacancy(ies) created as a result of this construction work to the director of the Employee Relations Department, located at Stephen P. Clark Center, 111 NW 1st Street, suite 2110, Miami, Florida 33128. **Ordinance No. 90-143**, The Responsible Wages and Benefits Ordinance, **Ordinance No. 91-142**, Family Leave Ordinance, **Ordinance No. 92-15**, Drug Free Workplace Ordinance, **Ordinance No. 93-129**, Contractor Debarment Ordinance, **Ordinances Nos. 94-166 and 96-26** Local Preference Ordinances, **Ordinances Nos. 97-35 and 97-104** Fair Subcontracting Practices, **Resolution No. R-702-98** (Repeals and supersedes Resolutions Nos. R-1206-97 and R-366-97) Welfare to Work Initiative and **Ordinance No. 98-30**, County Contractors Employment and Procurement Practices and any other Ordinances, Resolutions and/or Administrative Orders referenced in the contract documents.

Any firm proposed for use as a **CSBE** on this contract, must have a valid certification from the Miami-Dade County Department of Business Development (DBD), at the time of bid.

It is the policy of Miami-Dade County to provide **equal employment opportunity**.

Before entering into a contract with Miami-Dade County, businesses must become registered. The County Code requires that a vendor that is recommended for a contract award, they must be registered in order to receive the award.

Those responding to this RFP/ITB/RFQ shall comply with the provisions of the **Americans With Disabilities Act** of 1990 and 49 U.S.C. Section 1612 and other related laws and regulations.

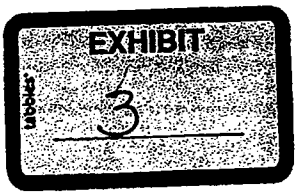
Collusion Affidavit: In accordance with Section 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113, bidders on County contracts are requested to submit a Collusion Affidavit. Any bidder that fails to submit the required affidavit shall be ineligible for award.

MIAMI-DADE COUNTY
MIAMI-DADE FIRE RESCUE DEPARTMENT
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

When used in the Contract Documents (hereinafter defined),

- The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural;
- "and" shall also mean "or" and "or" shall also mean "and", wherever the context or purpose so requires;
- "Person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise;
- Wherever the words "Board of County Commissioners", "Chairman, Board of County Commissioners", or other similar statements appear in these contract documents in reference to the execution of any documents as part of this Contract, it shall mean; The Mayor, or designee of the Mayor, of Miami-Dade County, shall execute all documents related to this Contract on behalf of the Miami-Dade County Board of County Commissioners.
- As an exception to the above, Performance and Payment Bonds shall still be written in the name of Miami-Dade County, Florida, acting by and through the Board of County Commissioners of Miami-Dade County, Florida.
- "Base Bid", "Base Proposal Items" shall mean the total of all proposal items for which the respondent has submitted pricing and is not inclusive of the Contingency Allowance(s) or the Dedicated Allowance(s), if any.
- "Bidder" see "Respondent".
- "Bid Package" see "Contract Offering".
- "Change Order" shall mean an amendment to the Contract Documents which requires the signature of the Contractor and approval of the Board of County Commissioners
- "Code" see "Miami-Dade County Code of Ordinances"
- "Commission" or "County Commissioners" shall mean the Board of County Commissioners of Miami-Dade County, and their successors in office.



Section 2-11.16; for all contracts covered by these specifications awarded in excess of $100,000.00 the **RESPONSIBLE WAGES AND BENEFITS**, MDC Code Section 2-11.16 and the Wage and Benefit Schedule shall be applicable.

10. Code of Business Ethics Affidavit: Ordinance Number 01-96 which was codified as Section 2-8.1(i), a part of which is provided below.

a. "(i) Each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to the execution of any contract between the contractor and the County, submit an affidavit, on a form provided by the County, stating that the contractor has adopted a Code that complies with the requirements of this Section. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance."

11. Prohibition of Contracting With The County While In Arrears Affidavit: Pursuant to (Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30) and (Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67). The bidder shall verify the following by affidavit.

a. The bidder has paid all delinquent and currently due fees or taxes (- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above bidder, have been paid.

b. The bidder is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the bidder has a controlling financial interest for purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgment, or lien with Miami-Dade County that exceeds $25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

10. BID SECURITY – BID BOND

A. "Bidders are required to furnish Bid Security in favor of Miami-Dade County, Florida, in an amount of not less than five percent of the highest Total Bid Price". The Bid Security must be

in the form of a cashier's check, certified check, bid bond, or a combination thereof (see note following B below). If a bid bond is furnished, it must conform to the form provided with the Bid Documents, and the surety thereon must be a surety insurer having a currently effective certificate of authority to transact such insurance in Florida. Such surety shall provide a certified copy of such certificate from the Florida Department of Insurance at the time the bond is submitted to MDC. The Bid Securities of the Bidders submitting the five lowest Total Bid Prices for the Contract will be retained either until the successful Bidder has signed the Construction Contract and has furnished a Surety Performance and Payment Bond, and Certificate of Insurance, or until the 180th day after the Bid Opening date, whichever is sooner; other Bid Securities will be returned within 20 days after the Bid Opening date. Bid Securities being held pending the signing of the Construction Contract and the furnishing of other documents will be returned within three days thereafter.

B. Each Bidder agrees that if he is awarded a Contract and fails within the time stipulated to execute the Construction Contract and to furnish the other documents required, MDC will retain his Bid Security as liquidated damages, and not as a penalty.

1. Note: Under a ruling of the Attorney General of the State of Florida, there shall be affixed to each certified check, State documentary stamps in the sum of 15 cents for each $100.00 of the amount of such check, as the certification of the check by a bank becomes a written obligation to pay money and is subject to the documentary stamp tax. No bid accompanied by a certified check lacking such documentary stamps affixed will be acceptable. If a cashier's check is tendered, then no documentary stamps are required.

11. WITHDRAWAL OF BIDS

A. No Bid can be withdrawn after it is filed unless the Bidder makes a written and signed request to the County prior to the time set for the opening of bids, or if the County fails to accept it within 180 days after the date fixed for opening bids.

12. COUNTY RIGHT TO ACCEPT OR REJECT SUBMITTAL PACKAGE

The County reserves the right to reject any or all submittal packages, to waive any informality in any submittal packages or to reassign all or any part of the work contemplated, whenever it is deemed in the best interest of the County. The County shall be the sole judge of what is in its "best interest". The County may reject any submittal packages if prices are not fair and reasonable, as determined by the County, and/or exceed the County's estimated budget for this Contract. Grounds for rejection include but are not limited to solicitations that result in too few submittal packages for Contracts when a pool of qualified Contractors is sought, submittal packages from any person, firm or Corporation in default on other contracts or agreements with the County, submittal packages on contracts from any person or entity that has failed to properly perform similar work for the County, failure by the Contractor to satisfy claims on previous contracts with the County, submittal packages which are incomplete, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with the Instructions to Prospective Contractors. The prospective contractors shall be aware that performance as a prime

discretion, that such rejection is in its best interest. In order for a Bidder to be eligible to be awarded a Contract, his Bid must be responsive to the solicitation, and MDC must determine the Bidder to be technically qualified and financially responsible to perform the Contract satisfactorily.

B. MDC reserves the right to reject a Bid if, in MDC's judgment, the best interests of MDC will be served thereby. Some conditions which may cause rejection are as follows:

1. Obvious imbalance in the unit prices contained in the Bid;

2. Obvious lack of experience, adequate machinery, plant or other equipment as revealed by supplemental information which may be requested from the Bidder;

3. The Bidder's current or projected workload which, in the opinion of MDC, may hinder or prevent the completion of the Work within the specified time;

4. Default by the Bidder on other contracts;

5. Failure by the Bidder to satisfy claims on previous contracts;

6. Bidder is under suspension from bidding by any governmental agency.

7. Disqualification by MDC due to causes indicated elsewhere in the Contract Documents.

C. As part of the bid evaluation process, MDC will have the right to receive from the Contractor, upon request, a detailed breakdown of any bid item. MDC will have the right, but not the obligation, to require a bidder to correct or rebalance a bid that MDC has determined to be unbalanced as long as the total bid price remains unchanged.

16. AWARD OF CONTRACT

The Recommendation For Award, if any, will be made to the Contractor whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County. This award recommendation is subject to protest for a period of three (3) days immediately following the filing of the Mayor's / Manager's recommendation with the Clerk of the Board. The actual award of the contract is not final until the Mayor / designee, pursuant to the authority vested in him by the Board of County Commissioners, executes the contract documents.

For the purpose of determining the lowest value response received from a responsive and responsible bidder, the department shall use the total of all base proposal items (base bid). Contingency Allowance and Dedicated Allowance items will not be considered in the determination of the lowest bid. The County reserves the right to adjust the Contingency Allowance and Dedicated Allowances prior to the approval of the award if deemed in the best interest of the County. The contract shall be only for the base bid however; the approval of contract funding by the Board of County

Commissioners shall contain the total of the base bid plus the Contingency Allowance and all Dedicated Allowances. If a payment and performance bond is required, the payment and performance bond shall be provided for the full value of the Contract, to include the value of all Contingency and Dedicated accounts approved by the Board of County Commissioners.

In determining the lowest responsive and responsible bidder, the County in its sole discretion, may elect to include any options or alternatives which it deems advisable to include in the Contract.

Notice of Contract Award will be given to the successful Contractor by a registered or certified letter to the address stated in the submittal package by the Prospective Contractor.

17. EXECUTION OF CONTRACT

A. The Bidder to whom an award, if any, is made shall execute the Contract and the required Surety Payment and Performance Bond within 10 calendar days after receipt of the prescribed forms. MDC will require appropriate evidence that the person executing the Construction Contract for the Bidder is duly empowered to do so. MDC will also require a certified copy of the surety's currently effective certificate of authority to transact such insurance in Florida, as indicated in Article 7, BID SECURITY. The Surety Performance Bond and the Surety Payment Bond shall be in an amount at least equal to the Total Bid Price and shall conform to the forms provided with the Bid Documents. The Bonds shall remain in effect for a period as indicated in the Bonds. The Bonds shall be in accordance with paragraph 1.03, Contract Security, of the Supplemental General Conditions.

18. PERFORMANCE AND PAYMENT BONDS

Simultaneously with his delivery of the executed Contract Document to the County, the Contractor to whom the Contract has been awarded must deliver to the County executed Performance and Payment Bonds on the prescribed forms or in Cash, each in the total amount of the accepted bid, including any Contingency and Dedicated accounts attributable to this Contract, as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
1,500,001 to 1,500,000	B V

BID FORM
For

CONTRACT NO. MDFRD-T-21 Dated: April 7, 2010

Board of County Commissioners
Miami-Dade County, Florida

Honorable Members:

BIDDER: Merkury Development
ADDRESS: 7300 Biscayne Blvd. Suite 204 Miami, Fl 33138
TELEPHONE No.: 305-758-9888
PROJECT TITLE: MODEL CITIES FIRE RESCUE STATION No. 2
PROJECT NUMBER: 376740-CON-ESP

The undersigned as Respondent (herein used in the masculine singular, irrespective of actual gender) hereby declares that the only persons interested in this Proposal are named herein, that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person, and that this Proposal is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Respondent further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Proposal pertains, including but not limited to all open excavations safety requirements as outlined by these Documents, Statutes and Codes and will fully comply with such.

The Respondent proposes and agrees, if this Proposal should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and Miami-Dade County, Florida.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. 1	Addendum No. _____	Addendum No. _____
Addendum No. 2	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Failure to acknowledge the addenda shall not relieve such bidder from its obligation under this bid

EXHIBIT
4

BID FORM
For

CONTRACT NO. MDFRD-T-21 Dated: April 7, 2010

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM: The bidder shall comply with the following Contract Measures. As per ORDINANCE 97-52, Amendment 01-158 & A.O. 3-22 AS AMENDED

PARTICIPATION PROVISIONS

THERE ARE THREE (3) CONTRACT MEASURES:

SET-ASIDES, TRADE SET-ASIDES, AND SUBCONTRACTOR GOALS

THE CSBE CONTRACT MEASURE (S)

APPLICABLE TO THIS PROJECT:

Set-Aside	
Trade Set-Aside	
Subcontractor Goals	*25 % CSBE Goals*

CONTRACT TIME: Completion of the work within the Contract time is of the essence. The contract time for completion of work under the Base Bid (Phase I) is 420 calendar days from the effective date established in the notice to proceed. Further Contract times are established for Alternates (Phases IIA and IIB) under Section 01010 Summary of Work.

LIQUIDATED DAMAGES: Liquidated damages at the rate of $500.00 per calendar day will be deducted from the contract amount for each calendar day of delay until the work is substantially complete.

RESPONSIBLE WAGES AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16: The minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions and that Bidder acknowledges awareness of the penalties for non-compliance with said requirements.

Having familiarized him/her self with local conditions affecting the cost of work, and with the Contract Documents hereby, Bidder proposes to furnish all labor, materials, equipment and services required to construct and complete the Project all in accordance therewith, for the sum of:

BASE BID: For all Work Identified as Phase I on Sheet A0.1 $ 2,094,251.00

(Two million Ninety Four Thousand Two Hundred Fifty one Dollars).

BID FORM
For

CONTRACT NO. MDFRD-T-21 Dated: April 7, 2010

ALTERNATES: See Section 01030 Alternates and Allowances for Description of Alternates.

1	Alternate Bid Item No. 1	$ 385, 340.00
2	Alternate Bid Item No. 2	$ 264, 342.00
3	Alternate Bid Item No. 3	$ (160,000.)
4	Alternate Bid Item No. 4	$ (15,000.)

MDFRD reserves the right to select any or all alternates to compute the total contract amount to determine the lowest bidder.

ALLOWANCES: See Section 01030 Alternates and Allowances for Description of Allowances

CONTINGENCY ALLOWANCE: $ 104, 713. 00 Dollars.
(One Hundred Four Thousand Seven Hundred Thirteen Dollars).
(5% new construction), which will be used for the sole purpose of funding miscellaneous unforeseen additions to the contract, only at the discretion of (MDFRD). Although part of the Total Bid, this contingency allowance account does not have to be used either partially or in its entirety, and it will be expended at the discretion of MDFRD.

DEDICATED ALLOWANCE:
Permit Fee Allowance $ 67,000.00 (Sixty Seven Thousand Dollars)

GRAND TOTAL BID: $ 2, 265, 964.00
(Two million Two Hundred Sixty Five Thousand Nine Hundred Sixty Four Dollars).
(Grand Total Bid is the sum of the Base Bid plus Alternates, Contingency, and Allowances)

The bidder hereby agrees to accept the award of the Contract for which he has inserted a bid price above.

NOTE: All Contingency and Dedicated Values entered by Department and subject to change prior to Award.

All in full and complete accordance with all terms and conditions set forth in and covered by the Contract Documents including all addenda through number 2. (Fill in number of last addendum received. If none, so state)

The Respondent further purposes and agrees to begin the work with an adequate labor force and with sufficient equipment and facilities on the date stated in the written Notice To Proceed (NTP) issued and served upon him by the Engineer and to complete the work, including delivery time for materials and equipment, in 480 consecutive calendar days.

BID FORM
For

CONTRACT NO. MDFRD-T-21 **Dated:** April 7, 2010

For the purpose of reimbursing the County for additional costs incurred by the County and resulting from the failure of the Contractor to complete the work within the prescribed time limit(s), it is understood that the reductions for liquidated damages which are specified in the General Covenants and Conditions will apply in the event that work is not completed within such time limits.

The Respondent further agrees that, in the event he withdraws his bid within ninety (90) days after the date of the submittal package opening, or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package , and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade County to the undersigned.

Attached hereto is a certified check issued by the _____ bank of _____

in the sum of _____ Dollars ($_____) or Bid Bond in the sum of

_____5%_____ Dollars ($_____) made payable to Miami-Dade County.

The list of parties interested in this Proposal, the list of equipment, references, and financial statement which are furnished to assist the County in making the award of the Contract are true and correct.

BID FORM
For

CONTRACT NO. MDFRD-T-21 **Dated:** April 7, 2010

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)
(Name of Corporation)

ATTEST

By: _____ _____
(Secretary) (Signature of Officer)

Cheryl de Cespedes
(Print or type name)

Ruben Alen
(Print or type name)

Vice President
(Official Title)

7300 Biscayne Blvd. Suite 204 Miami, FL 33138
(Address)

7300 Biscayne Blvd. Suite 204 Miami, FL 33138
(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)

By: _____ _____
(Signature of Joint Venture) (Signature of Joint Venture)

_____ _____
(Print or type name) (Print or type name)

_____ _____
(Title) (Title)

NOTE: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Contractors.

MIAMI DADE FIRE RESCUE DEPARTMENT
FACILITIES AND CONSTRUCTION DIVISION

BID TABULATION SHEET

MODEL CITIES - FIRE RESCUE STATION No. 2

	CONTRACTOR	Envelope No. 1		Envelope No.2		BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	CONTINGENCY ALLOWANCE	PERMIT ALLOWANCE	TOTAL BID
			DBD APPROVED	ADDENDUM (1 & 2)									
1	ANDALE GROUP	Y	Y	Y	Y	$2,491,500.00	$520,000.00	$243,200.00	-$141,000.00	-$7,500.00	$124,575.00	$67,000.00	$3,297,775.00
2	JCI INTERNATIONAL INC.	Y	Y	Y	Y	$2,459,690.00	$341,496.00	$285,067.00	-$154,505.00	-$13,000.00	$122,985.00	$67,000.00	$3,108,733.00
3	DESIGN BUILD INT	Y	Y	Y	Y	$2,819,278.38	$348,726.53	$288,280.60	-$147,279.00	-$14,790.00	$172,814.28	$67,000.00	$3,534,030.79
4	BCBE BORAN-CRAIG-BARBER	Y	Y	Y	Y	$2,572,441.00	$351,086.00	$247,219.00	-$141,279.00	-$13,200.00	$128,622.00	$67,000.00	$3,211,889.00
5	VERTICAL MANAGEMENT	Y	Y	Y	Y	$2,683,000.00	$289,000.00	$323,000.00	-$140,000.00	-$15,000.00	$134,150.00	$67,000.00	$3,341,150.00
6	GRACE NAEEM UDDIN	Y	Y	Y	Y	$2,483,981.00	$362,432.00	$312,932.00	-$160,681.00	-$14,262.00	$149,220.00	$67,000.00	$3,200,622.00
7	CARIVON CONSTRUCTION	Y	Y	Y	Y	$2,586,000.00	$300,000.00	$212,000.00	-$154,000.00	-$14,000.00	$129,300.00	$67,000.00	$3,126,300.00
8	ABC CONSTRUCTION	Y	Y	Y	Y	$2,470,890.00	$382,650.00	$196,460.00	-$141,279.00	-$2,000.00	$123,544.50	$67,000.00	$3,097,265.50
9	JCON GROUP	Y	Y	Y	Y	$2,167,662.00	$353,298.00	$225,634.00	-$155,668.88	-$14,790.00	$108,383.10	$67,000.00	$2,751,518.22
10	DI POMPEO	Y	Y	Y	Y	$2,777,000.00	$98,000.00	$82,000.00	-$157,000.00	-$17,000.00	$150,000.00	$67,000.00	$3,000,000.00
11	N & J CONSTRUCTION	Y	Y	Y	Y	$2,362,700.00	$301,400.00	$184,800.00	-$147,000.00	-$8,000.00	$118,135.00	$67,000.00	$2,879,035.00
12	ZURQUI	Y	Y	Y	Y	$2,341,509.00	$252,500.00	$236,600.00	-$149,000.00	-$21,600.00	$117,075.00	$67,000.00	$2,844,084.00
13	TGSV	Y	Y	Y	Y	$2,520,000.00	$350,000.00	$254,000.00	-$5,200.00	-$13,000.00	$126,000.00	$67,000.00	$3,298,800.00
14	MERKURY DEVELOPMENT	Y	Y	Y	Y	$2,094,251.00	$385,340.00	$264,342.00	-$160,000.00	-$15,000.00	$104,713.00	$67,000.00	$2,740,646.00
15	LINK CONSTRUCTION GROUP	Y	Y	Y	Y	$2,511,880.00	$363,433.00	$254,914.00	-$141,279.00	-$17,300.00	$148,987.00	$67,000.00	$3,187,635.00
16	BEACHAMP CONST CO	Y	Y	Y	Y	$2,301,708.00	$587,090.00	$443,154.00	-$140,000.00	-$17,000.00	$115,085.00	$67,000.00	$3,357,037.00
17	SOARES DA COSTA	Y	Y	Y	Y	$3,437,360.00	$323,516.00	$283,077.00	$36,720.00	-$13,200.00	$171,868.00	$67,000.00	$4,306,341.00

EXHIBIT
5

93

SURETY BID BOND

By this Bond, we MERKURY DEVELOPMENT CORPORATION, as Principal, whose principal business address 7300 Biscayne Boulevard Miami, Florida 33138, as respondent to the contract offering due April 7, 2010, for Miami-Dade County construction of MODEL CITIES FIRE RESCUE STATION No. 2, Contract No. MDFRD-T-21, Project No. 376740-CON ESP (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Western Surety Company, a corporation, whose principal business address is P.O. Box 5077, Sioux Falls, SD 57117 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Five Percent of Amount Bid (U.S. dollars), $ 5%, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County shall be recommended for award by the County Manager; and

2. This Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Contractor; and

3. Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Contract Document, Performance and Payment Bonds within ten (10) calendar days from the date of notice to him that the Contract document is ready for execution. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within one hundred and eighty (180) days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade-County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

EXHIBIT 6

94

SURETY BID BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 7th day of April, 2010.

CONTRACTOR

Merkury Development Corporation
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

_____
Charles D. Nielson
(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

SURETY:
Western Surety Company

By: _____
Charles D. Nielson
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

BOND CERTIFICATION

Project No. 376740-CON ESP
Contract No. MDFRD-T-21
Project Name: MODEL CITIES FIRE RESCUE STATION No. 2

State of Florida)
) SS
County of Miami Dade

The foregoing bond was acknowledged before me this 7th day of April, 2010

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by _____.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by Ruben Alen having the title of Vice President
with

[X] a S corporation [ ] a partnership [ ] a joint venture, on behalf of the
[ ] corporation [ ] partnership [ ] joint venture.

He/She is [X] personally known to me, or
[ ] has produced _____ as identification and who says that he has been authorized to execute said bond in favor of Dade County, Florida.

Contractor Signature: _____
- Contractor Seal -
Notary Signature: _____

Type or Print Name:
Notary Seal:

NOTARY PUBLIC-STATE OF FLORIDA
Cheryl de Cespedes
Commission # DD806659
Expires: JULY 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

State of Florida _____)
) SS
County of Miami-Dade)

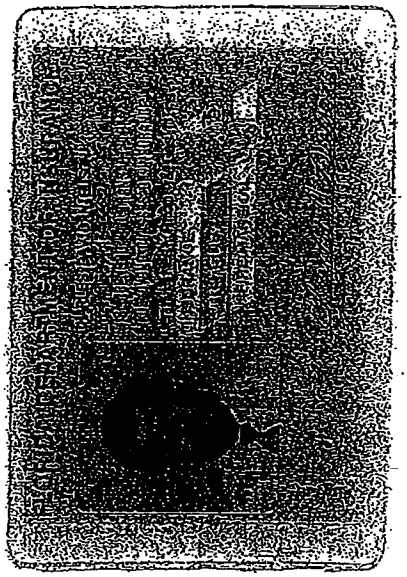
The foregoing bond was acknowledged before me this 7th day of April 2010
by Charles D. Nielson, as attorney-in-fact for Western Surety Company,
the Corporate Surety, who is personally known to me or has produced Personally known as identification and who says that he has been authorized to execute said bond in favor of Dade County, Florida.

Surety Signature: _____
- Surety Seal - Charles D. Nielson
Notary Signature: _____

Notary Public State of Florida
Gloria McClure
My Commission DD633179
Expires 03/27/2011

Type or Print Name: Gloria McClure
Notary Seal:

Attachment to: [x] Bid Bond(s) [ ] Performance and Payment Bond(s)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laura D Mosholder, Charles J Nielson, Warren M Alter, Kevin Wojtowicz, Mary C Aceves, Glenn Arvantis, Gary Carpenter, Charles D Nielson, Individually

of Miami Lakes, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2010.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

SURETY BID BOND

By this Bond, we JCON GROUP CORP., as Principal, whose principal business address 10 N.W. 42 Ave., #310, Miami, FL 33126 as respondent to the contract offering due April 7, 20 10, for Miami-Dade County construction of MODEL CITIES FIRE RESCUE STATION No. 2, Contract No. MDFRD-T-21; Project No:376740-CON ESP (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and *, a corporation, whose principal business address is 440 Lincoln St., Worcester, MA 01653 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Five Percent of Bid Proposal Submitted ---- (U.S. dollars). $5% ----------, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County shall be recommended for award by the County Manager; and

2. This Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Contractor; and

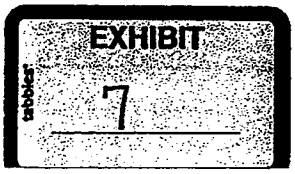
3. Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Contract Document, Performance and Payment Bonds within ten (10) calendar days from the date of notice to him that the Contract document is ready for execution. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within one hundred and eighty (180) days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade-County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

* THE HANOVER INSURANCE COMPANY



99

SURETY BID BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 31st day of March, 20 10

CONTRACTOR

JCON GROUP CORP.

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

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

Charles J. Nielson

SURETY:

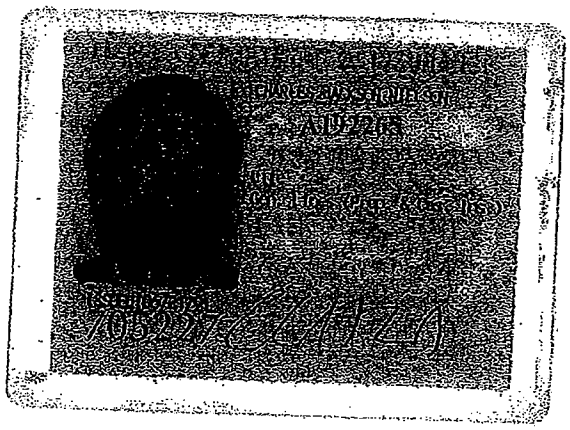
THE HANOVER INSURANCE COMPANY

By:

Charles J. Nielson
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



This Power of Attorney may not be used to execute any bond with an inception date after June 1, 2010

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles J. Nielson, David R. Hoover, Charles David Nielson, Warren Mitchell Alter and/or Joseph P. Nielson

of **Miami Lakes, FL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 29th day of May, 2008.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of May 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 31st day of March, 2010

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

SURETY BID BOND

By this Bond, we Zurqui Construction Service, Inc., as Principal, whose principal business address 9755 SW 40th Terrace Miami, Fl. 33165, as respondent to the contract offering due April 7, 20 10, for Miami-Dade County construction of MODEL CITIES FIRE RESCUE STATION No. 2, Contract No. MDFRD-T-21; Project No:376740-CON ESP (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Great American Insurance Company, a corporation, whose principal business address is 580 Walnut St, Cincinnati, OH 45202 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Five Percent of Amount Bid (U.S. dollars). $5%, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County shall be recommended for award by the County Manager; and

2. This Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Contractor; and

3. Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Contract Document, Performance and Payment Bonds within ten (10) calendar days from the date of notice to him that the Contract document is ready for execution. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within one hundred and eighty (180) days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade-County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade-County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade-County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY BID BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 30th day of March, 2010.

CONTRACTOR

Zurqui Construction Service, Inc.
(Contractor Name)

BY:
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

Warren M. Alter
(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

SURETY:
Great American Insurance Company

By:
Warren M. Alter
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

FLORIDA DEPARTMENT OF INSURANCE

WARREN MITCHELL ALTER

A004782

FOLLOWING CLASSES OF INSURANCE:
Life, Variable Annuity & Health
Life & Health
Gen. Lines (Prop. & Cas. Ins.)

ISSUED 04/08/92
746891

SIGNATURE

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 19958

POWER OF ATTORNEY

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

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	BOTH
DAVID T. SATINE	MIAMI LAKES, FLORIDA	$75,000,000

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of DECEMBER, 2009.

Attest GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of DECEMBER 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

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

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

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

CERTIFICATION

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

Signed and sealed this 30th day of March, 2010.

S1029Y (10/08)