

Memorandum



Date: March 3, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Contract Award Recommendation for Construction Contract for the Cruise Terminal J – Seawall Repairs, Contract No. 2010-051.09; Project No. 2010-051.09 to Quality Construction Performance, Inc.

Agenda Item No. 8(J)(1)

Executive Summary

This item recommends that the Board of County Commissioners (Board) approve the execution of a Construction Contract (Contract) to provide construction services for Cruise Terminal J – Seawall Repairs (Project) between Miami-Dade County (County) and Quality Construction Performance, Inc. (QCP) in the combined not-to-exceed amount of \$12,743,000.00 inclusive of a base bid amount of \$11,100,000.00; a contingency allowance amount of \$1,110,000.00; a dedicated allowance amount for permits of \$333,000.00 and a dedicated allowance for \$200,000.00 in dockage/berthing/wharfage fees.

This Contract (refer to Attachment 1) will allow the Seaport Department (PortMiami or Department) to repair the existing seawall located at Cruise Terminal J at PortMiami. The Project's main components include the general construction necessary to restore approximately 1,500 linear feet of the south bulkhead walls from Bays 194 to 183. The Project is essential to maintain safe berthing operations along Seaport's Cruise Terminal J's seawall.

Recommendation

It is recommended that the Board approve the competitive award of a Construction Contract for Cruise Terminal J – Seawall Repairs between Miami-Dade County and Quality Construction Performance, Inc. under Contract No. 2010-051.09; Project No. 2010-051.09.

Scope

PortMiami is located within District 5, which is represented by Commissioner Vicki L. Lopez. The impact of this agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout all Miami-Dade County.

Delegation of Authority

The authority of the County Mayor or the County Mayor's designee to execute and implement this Contract is consistent with the authorities granted under the Code of Miami-Dade County. Additional delegation of authorities for this Contract is consistent with The Standard Construction General Contract Conditions, Article 11, as follows "Claims And Disputes," Section C 1b, "Disputes," states that for contracts valued at more than \$5 million, Disputes shall be decided by a designee appointed by the Office of the Mayor.

Fiscal Impact/Funding Source

This item requests approval of a Contract in the total amount of \$12,743,000.00, funded from Seaport Bonds/Loans, Future Financing, and the surety funds as further detailed in the background section. The total amount includes a base bid of \$11,100,000.00, a contingency allowance of \$1,110,000.00, a dedicated allowance for permits of \$333,000.00, and a dedicated allowance for dockage, berthing, and wharfage fees in the amount of \$200,000.00. The table below provides a breakdown and further details.

Base Contract Amount	Contingency Amount	Permit Fees Amount	Dedicated Allowance Amount	Base Contract Term	Contingency Days
\$11,100,000.00	\$1,110,000.00	\$333,000.00	\$200,000.00	578 Calendar Days	57 Calendar Days

The Proposed and Multi-Year Capital Plan indicate that the item has been budgeted. Refer to the table below for additional information.

Revenue Name	Program No. & Description	Fund Code	Funding Amount
Seaport Future Financing Bonds/Loans	642930 – Cruise Terminal J - Seawall Book Page: 246 Funding Year: FY 2025-26 – Proposed Budget and Multi-Year Capital Plan	C9999/ES088	\$12,743,000.00

Operating Cost Impact/Funding

Throughout the asset’s life, there will be no impact on operating costs, as this is an infrastructure improvement Project.

Maintenance Cost Impact/Funding

Throughout the asset’s life, there will be no impact on maintenance costs, as this is an infrastructure improvement Project.

Life Expectancy of Asset

The asset has a life expectancy of 20 years.

PTP Funding

No

GOB Funding

No

ARRA Funding

No

Project Technical Certification Requirements

Miami-Dade County Contractor's Certification is required for the following categories: General Building, and/or State of Florida General Contractor's License or other certified categories as applicable to Chapter 10 of the Code of Miami-Dade County or as required to complete the Work under Contract successfully.

Sustainable Buildings Ordinance (I.O. NO. 8-8)

The Project does not involve the design, construction, renovation, and/or maintenance of County-owned, financed, and/or operated buildings.

Sea Level Rise (ORD. NO. 14-79)

The impact of sea level rise has been taken into consideration.

Bid Packages Issued

Eleven (11)

Bid Received

Two (2)

IG Fees

Yes

Art In Public Places

No

Base Estimate

\$10,701,927.51

Base Contract Amount

\$11,100,000.00

Contingency Allowance Amount
(Section 2-8.1 Miami-Dade County Code)

Type: Infrastructure

Percent: 10.00%

Amount: \$1,110,000.00

Dedicated Allowance Amount

Permit Fees: \$333,000.00

Dockage/Berthing/Wharfage Fees: \$200,000.00

Total Amount

\$12,743,000.00

Track Record/Monitor

Hydi Webb, Port Director/CEO, and Helga Sommer, Assistant Director of Capital Development for the Seaport Department, will serve as the Project's Contract Management.

Background

The South Channel berthing zone, located behind Cruise Terminal J (CT J), was constructed in approximately 1989 and comprises approximately 1,487 feet of steel sheet pile bulkhead with a concrete cap. Proceeding from east to west, the facility spans from Bay 182 to Bay 194.5. Today, the bulkhead behind CT J serves as a cruise ship berth/tug boat docking facility.

This Contract consists of furnishing materials, labor, and equipment necessary for the construction of a rehabilitated approximately 1,500 feet cruise ship berth located adjacent to Cruise Terminal J, located on the southwest side of the Seaport facility. The work is generally comprised of removal of the existing concrete bulkhead cap, mooring bollards, fenders, pavement, and other elements along the existing bulkhead and construction of a replacement reinforced concrete cap, including providing and installing mooring bollards, fenders, and ship's potable water service stations. Apron pavement and pavement markings are also part of the work.

The eastern 750± feet portion of the work was partially demolished and approximately 550-feet of new cap placed in 2020 – 2021. This Contract provides for the completion of work performed by a contractor that was previously terminated in part for convenience and in part for non-performance. After the termination for non-performance, the contractor filed bankruptcy. PortMiami filed a claim in the bankruptcy court against the terminated contractor's surety. The County was able to recover \$3.5 million from the surety for the repair, replacement, and completion of the work (phases 6-10).

Procurement History/Small Business Enterprise Measures

The Project was advertised on July 3, 2024, with an original cost estimate of \$10,701,927.51 (inclusive of contingency allowance and dedicated allowance accounts).

Two (2) bids were received on March 5, 2025. The base bid amounts (excluding allowance accounts) were as follows: Quality Construction Performance Inc. (QCP) in the amount of \$11,100,000.00; Ebsary Foundation Company (Ebsary) for \$14,668,800.00. QCP's bid is 3.72% higher than the original base estimate; Ebsary's bid is 37.07% higher than the original base estimate of \$10,701,927.51.

The bids were reviewed by Seaport staff and the Engineer of Record (EOR) to determine whether the apparent lowest Bidder, QCP, is responsive and responsible for all bid requirements. QCP has been in business as a contractor under its present business name and performed work similar to the requirements specified in the Project's scope of work.

In addition, Seaport staff and the EOR reviewed the business references included in QCP's bid package, and follow-up reference requests deemed their experience for Projects similar in size and complexity to be compliant with the Contract requirements.

As part of the due diligence verification process, Seaport staff compiled information regarding QCP's prior experience with Miami-Dade County. QCP has been a Prime Contractor on forty-two (42) County Projects.

Finally, in accordance with Resolution No. R-1181-18, Seaport considered the safety records of QCP. The information provided by QCP, along with the information verified by Seaport through its research, has determined that the safety records do not adversely affect QCP's responsibility.

As a result of these comprehensive reviews, the Seaport and the EOR have confirmed that QCP has extensive experience, an impressive portfolio of current and completed Projects, and the available professional staffing needed to complete the scope of work for the price stated in their submitted bid package.

Submittal Date

March 5, 2025

Estimated Notice to Proceed

April 2026

Prime Contractor

Quality Construction Performance, Inc.

Company Principal

Gustavo Bustos

Company Qualifier

Gustavo Bustos

Company Email Address

gustavobustos@hotmail.com

Company Address

2451 N.W. 109 Avenue, Unit 2

Company City-State

Miami, FL 33172

Years in Business

21 years

Previous Experience with County

A review of the County's Capital Improvements Information System showed the recommended vendor has an average evaluation score of 3.4 out of a possible maximum score of 4.0. According to the firm's history report, as provided by the Small Business Development Division of the People and Internal Operations Department, Quality Construction

Performance, Inc. has received contracts valued at \$57,417,577.00 within the last three and five years.

Subcontractors
Sea Divers Corp.

Minimum Qualifications Exceed Legal Requirements

The County required the successful Bidder to provide proof that the firm has at least the minimum successful contract experience as required below for this Contract being bid. Such proof shall consist of a list of Projects completed before the bid date, with the names and telephone numbers of the owners or representatives that the Department can contact to confirm the listed experience.

In addition to submittal requirements, to qualify for work on this Contract, the Bidder shall be experienced in Marine Construction.

The Contractor and or Key Personnel shall have a minimum of ten (10) years of recent and relative experience in Marine Construction to be met through its full-time employees as described below and have completed a minimum of one (1) prior similar Project requiring construction of similar marine structures in the last three (3) to five (5) years. Similar marine structure type Project experience shall include large waterfront construction projects involving, at a minimum, the installation of pile-supported structures and sheet pile bulkheads, including the installation of cast-in-place waterside concrete. The experience requirement shall be met through full-time employees of the Prime Contractor who the Prime Contractor must employ as of the bid submittal date.

The employee or employees to be used to satisfy the experience requirement shall be officers, directors, or managers of the Prime Contractor, shall at all times be dedicated to the Work under the Contract in that capacity, and shall only be replaced by another person or persons with comparable expertise, in the County's reasonable discretion and subject to the County's written approval.

In the event a firm is established by executives, supervisors, and other senior field staff (key employees) who would have met these minimum experience requirements with a prior firm, the Department reserves the right to qualify the firm based on the Department's sole determination and evaluation of the knowledge and previous experience of these key employees employed by the new firm. The experience of key senior personnel with other firms may be counted towards the experience requirement if acceptable to the Engineer of Record.

Should such evidence not be satisfactory to the Engineer of Record, whose decision shall be final, the bid will be considered non-responsive, and the second lowest Bidder will be considered for award.

Review Committee: 3/23/2024


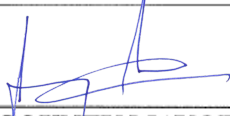
Review Committee Assigned Contract Measures:

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 7

SBE-Services: 0.65%



Jimmy Morales
Chief Operating Officer

BUDGET APPROVAL FUNDS AVAILABLE:	_____ OMB DIRECTOR	_____ DATE
APPROVED AS TO LEGAL SUFFICIENCY:	 _____ COUNTY ATTORNEY	10/25/2025 _____ DATE
	 _____ COUNTY MAYOR DESIGNEE	01/06/26 _____ DATE
CLERK DATE:	_____ DATE	



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 3, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)

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**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** 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. 8(J)(1)
3-3-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A CONSTRUCTION CONTRACT TO QUALITY CONSTRUCTION PERFORMANCE, INC. FOR THE CRUISE TERMINAL J – SEAWALL REPAIRS, CONTRACT NO. 2010-051.09; PROJECT NO. 2010-051.09, IN THE AMOUNT NOT TO EXCEED \$12,743,000.00, INCLUSIVE OF BASE BID AMOUNT OF \$11,100,000.00; A CONTINGENCY ALLOWANCE AMOUNT OF \$1,110,000.00; A DEDICATED ALLOWANCE AMOUNT FOR PERMITS OF \$333,000.00 AND A DEDICATED ALLOWANCE FOR DOCKAGE/BERTHING/WHARFAGE FEES OF \$200,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE CONSTRUCTION CONTRACT AND TO EXERCISE ALL PROVISIONS, INCLUDING ANY CANCELLATION, RENEWAL, AND EXTENSION PROVISIONS

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:

Section 1. Approves the execution of a Construction Contract to Quality Construction Performance, Inc. for the Cruise Terminal J – Seawall Repairs, Contract No. 2010-051.09; Project No. 2010-051.09, in the amount not to exceed \$12,743,000.00 inclusive of a base bid amount of \$11,100,000.00; a contingency allowance amount of \$1,110,000.00; a dedicated allowance amount for permits of \$333,000.00 and a dedicated allowance for dockage/berthing/wharfage fees in the amount of \$200,000.00, in substantially the form attached hereto and made part hereof.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Construction Contract, in substantially the form attached hereto, after review and approval by the County Attorney's Office; and to exercise any cancellation and other provisions contained therein; and to approve the contingency time extension and contingency account expenditure limited to 10 percent of the base contract amount

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

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

MIAMI-DADE SEAPORT DEPARTMENT
CONTRACT SPECIFICATIONS
CRUISE TERMINAL J – SEAWALL REPAIRS
CONTRACT / PROJECT NO. 2010-051.09

CONSTRUCTION CONTRACT
(7 PAGES)

CONSTRUCTION CONTRACT

STATE OF FLORIDA) ss.:

COUNTY OF MIAMI-DADE)

THIS AGREEMENT made and entered into as of the _____ day of _____, 20____, by and between Miami-Dade County and Quality Construction Performance, Inc. hereinafter called the Contractor:

WITNESSETH, that the said Contractor for and in consideration of the payments hereinafter specified and agreed to be made by Miami-Dade County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor required to complete **CONTRACT / PROJECT NO. 2010-051.09**, entitled, **Cruise Terminal J – Seawall Repairs**, within the time specified, in strict and entire conformity with the Contract Documents hereinafter listed, which are hereby incorporated into this Contract by reference:

Contract Documents: Conformed Contract Specifications and Drawings

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless Miami-Dade County and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Miami-Dade County or any of its officers and agents may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or his agent or agents, employees or servants.

The Contractor agrees that the requirements of this contract are reasonable and achievable.

The Contractor further agrees that the Rates of Wages for all laborers, mechanics and apprentices employed by the Contractor or any Subcontractor shall be not less than the prevailing rate of wages for similar skills or classifications, all in accordance with Section 215.19, Florida Statutes, which said Section is hereby incorporated into this Contract by reference, or in accordance with the decision of the Secretary of Labor of the United States Department of Labor, as applicable and all provisions thereof shall be strictly complied with by the Contractor and his Subcontractors.

In consideration of the premises, Miami-Dade County hereby agrees to pay to the Contractor for said work, when fully completed, the total sum of **Twelve Million Seven Hundred Forty-three Eighteen Thousand And 00/100 (\$12,743,000.00)**, being the amount obtained from either the aggregate lump sum prices, the application of unit prices to the quantities shown in the Bid Form or the combination of both.

The total sum is subject to such additions and deductions as may be provided for in the Contract Documents.

Payments on account will be made as provided for in the Contract Documents.

In Witness whereof, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

(OFFICIAL SEAL)

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

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

By: _____
County Mayor

Approved by County Attorney
as to Form and Legal Sufficiency _____

When Contractor is an individual:

N/A

Witness

N/A

Witness

By N/A

(Signature of individual)

(printed name of individual)

N/A

(address)

ACKNOWLEDGMENT:

STATE OF _____) ss.:

COUNTY OF _____)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____ . He / She is personally known to
(Affiant)

me or has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

When Contractor is a sole proprietorship or operates under a trade name:

N/A

(printed name of firm)

N/A

Witness

By: N/A

(signature of individual)

N/A

Witness

N/A

(printed name of individual)

N/A

(address)

ACKNOWLEDGMENT:

STATE OF _____) ss:

COUNTY OF _____)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____ . He / She is personally known to me
(Affiant)

or has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

When Contractor is a partnership:

		N/A	

		(printed name of partnership)	
N/A	By	N/A	
_____		_____	
Witness		(signature of partner)	
N/A		N/A	
_____		_____	
Witness		(printed name of partner)	
		N/A	

		(address)	

ACKNOWLEDGMENT:

STATE OF _____) ss.:

COUNTY OF _____)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____

(Date)

by _____ . He / She is personally known to me

(Affiant)

or has presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

(State)

Notary Seal:

When Contractor is a corporation:

(CORPORATE SEAL)

Quality Construction Performance, Inc.
(printed name of corporation)

Florida
(printed state of incorporation)

By: [Signature]
(signature of president or vice-president & capacity)

By: Gustavo Bustos
(printed name of president or vice-president & capacity)

By: [Signature]
(signature of secretary or assistant secretary & capacity)

Gustavo Bustos
(printed name of secretary or assistant secretary & capacity)

2451 NW 109th Ave. Unit # 2

Miami, FL 33172
(business address of corporation)

ACKNOWLEDGMENT:

STATE OF FLORIDA) ss.:

COUNTY OF MIAMI-DADE)

Before me personally appeared Gustavo Bustos, as President, to me well known or has presented DL as
(Type of Identification)

identification and Gustavo Bustos, as Secretary, to me well known or has presented DL a
(Type of Identification)


identification and known to me to be the individuals described in and who executed the foregoing instrument as Gustavo Bustos President and Gustavo Bustos Secretary of the above named Quality Construction Performance, Inc. a Corporation, and severally acknowledged that they executed such instrument as President and Gustavo Bustos Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.



SUBSCRIBED AND SWORN TO (or affirmed) before me on 05/05/2025
(Date)

by Gustavo Bustos. He / She is personally known to me
(Affiant)

or has presented DL as identification.
(Type of Identification)

 HH620672
(Signature of Notary) (Serial Number)

Mayuly Morales 01/10/2029
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public Florida
(State)

Notary Seal:



Mayuly Morales
Comm.: HH 620672
Expires: Jan. 10, 2029
Notary Public - State of Florida

=====

When Contractor is a joint venture:

N/A
(printed name of joint venture)

N/A

(business address of joint venture)

Note: Complete in accordance with Article 18 of the Instructions to Bidders.