

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM



Date: May 5, 2009

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

Agenda Item No. 8(R)(1)(A)

From: George M. Burgess
County Manager

Resolution No. R-539-09

Subject: Contract Award Recommendation for South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System - Project No: N/A; Contract No: S-808 (A) in the amount of \$62,407,392.61, to Munilla Construction Management, LLC dba MCM

RECOMMENDATION

This recommendation to award construction Contract No. S-808 (A) to Munilla Construction Management, LLC dba MCM (MCM) in the amount of \$62,407,392.61 has been prepared by the Miami-Dade Water and Sewer Department (WASD) and is recommended for approval pursuant to Miami-Dade County Code, Section 2-8.2.11, Water and Sewer Department Contracting Authority. This project is one in a series of projects under the High Level Disinfection (HLD) Program to comply with Consent Order No. 03-1376 negotiated by Miami-Dade County and the Florida Department of Environmental Protection. It also adheres to regulatory requirements resulting from a rule change implemented by the US Environmental Protection Agency to meet effluent quality standards for deep well disposal. Upon the completion of the entire project, the South District Wastewater Treatment Plant (SDWWTP) will be rated as a 285 million gallons per day (MGD) plant.

On April 3, 2009, Poole & Kent Company of Florida (P&K), the second low bidder for this contract award, filed a bid protest and on April 24, 2009, the findings of the Hearing Examiner were filed with the Clerk of the Board (attached). The Hearing Examiner upheld the County Manager's recommendation to award the contract to MCM.

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.

SCOPE

PROJECT NAME: South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System

PROJECT NO: N/A

CONTRACT NO: S-808 (A)

PROJECT DESCRIPTION: The work consists of furnishing all materials, labor, and equipment necessary to provide electrical service to all the new and upgraded facilities that will support the HLD upgrades and capacity rating increase to 285 MGD at the South District Wastewater Treatment Plant.

The scope of work includes, but is not limited to the following: constructing Florida Power and Light duct banks with switches and the associated conduits and cables, constructing an electrical building, constructing a control room, constructing a bulk fuel storage facility with four 50,000-gallon above ground storage tanks, constructing fuel pumping facilities and fuel truck transfer facilities, furnishing and installing 13 kilo-volts (kV) and 5 kV electrical switchgears, furnishing and installing seven 2.6 mega-watts minimum, diesel engine-driven 900 revolutions per minute generators, furnishing and installing 13 kV electrical service feed and transformers, furnishing and installing 13kV transformers in structures provided under other HLD contracts and all other appurtenant and miscellaneous items and work.

It is WASD's intent to obtain a complete, functional, and satisfactory installation under this project, and any items of labor, equipment or materials which may be reasonably assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the plans or stated in the specifications. The Contractor shall provide all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.

PROJECT LOCATION: 23300 SW 88th Avenue, in Miami-Dade County, Florida

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>	<u>T-S-R</u>
	#72970	23300 SW 88 AVE 33032	8	\$62,407,392.61	56-21-40

PRIMARY COMMISSION DISTRICT: District 8 Katy Sorenson

APPROVAL PATH: Special Section 2-8.2.11 of the Miami-Dade County Code

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

FISCAL IMPACT/FUNDING SOURCE

OPERATIONS COST IMPACT / FUNDING: \$3,460,000 per year. The funding source is the Operations and Maintenance (O & M) from MDWASD.

MAINTENANCE COST IMPACT / FUNDING: \$3,460,000 per year. The funding source is the Operations and Maintenance (O & M) from MDWASD.

LIFE EXPECTANCY OF ASSET: 50 years

	<u>SOURCE</u>	<u>AMOUNT</u>
FUNDING SOURCE:	WASD Revenue Bonds Sold, HLD Special Construction Fund, Wastewater Connection Charges, Wastewater Renewal Fund, and Future WASD Revenue Bonds	<u>\$62,407,392.61</u>

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECT:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
	96510240- SOUTH DISTRICT WASTEWATER TREATMENT PLANT – HIGH LEVEL DISINFECTION Book Page:279, Volume #3 Funding Year: Adopted Capital Budget Book for FY 2008-09, FY 2008-09 through FY 2011-12 Funds.	\$62,407,392.61

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: One of the following licenses is required: General Engineering, General Contractor, and/or any other category as applicable to Chapter 489 of the Florida Statutes or Chapter 10 of the Miami-Dade County Code.

BID PACKAGES ISSUED: 76

BIDS RECEIVED: 4

CONTRACT PERIOD: 1360 Days

CONTINGENCY PERIOD: 136 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$74,700,000.00

BASE CONTRACT AMOUNT: \$51,687,958.06

WASD received four bids for this project which were under the Engineer's estimate, the low bidder is 30.8% under the estimate. The difference between the three lowest bidders is .9% showing good competition. WASD's recommendation is to award this contract to the low responsive and responsible bidder, MCM.

The Engineer's estimate was based on escalation prices for the five-year term of this contract. The materials and equipment constitute approximately 70% of the overall project costs, out of which 30% are costs related to the emergency generator equipment. The costs for the

generator equipment were estimated 30% higher than the low bidder. (See attached letter from Hazen and Sawyer.)

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	Infrastructure	10%	\$5,168,795.81	
PERMIT FEES :			\$1,550,638.74	3.00%
TEMPORARY POWER FOR HLD 1 OPERATION :			\$2,000,000.00	3.87%
PROVISIONS FOR FUTURE BLENDING NATURAL GAS IN GENERATOR FUEL :			\$250,000.00	4.48%
RELOCATION/REMOVAL OF EXISTING OFFICE TRAILERS :			\$200,000.00	0.39%
UNSUITABLE FILL REMOVAL :			\$250,000.00	0.48%
BRISTOL, INC. FIELD PROGRAMMING – LABOR :			\$200,000.00	0.39%
100,000 GALLONS DIESEL FUEL (HURRICANE EMERGENCY) :			\$500,000.00	0.97%
INSTALLATION CONTINGENCY FOR MEDIUM VOLTAGE TRANSFORMERS INTO OTHER CONTRACTS :			\$500,000.00	0.97%
BRISTOL, INC. FOR ADDITIONAL HARDWARE AND SOFTWARE PROGRAMMING CHARGES :			\$100,000.00	0.19%
TOTAL DEDICATED ALLOWANCE:			\$5,550,638.74	
TOTAL AMOUNT:			\$62,407,392.61	

TRACK RECORD/MONITOR

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: The Office of Capital Improvements CIIS database contains two evaluations for MCM with an average rating of 3.0 out of a possible 4.0 points which is indicative of satisfactory performance.

BID OPEN DATE: 2/4/2009

BID BOND EXPIRES: 6/4/2009

BID VALID UNTIL: 6/4/2009

ESTIMATED NOTICE TO PROCEED: 7/1/2009

PRIME CONTRACTOR: Munilla Construction Management, LLC dba MCM

COMPANY PRINCIPAL: Jorge Munilla

COMPANY QUALIFIERS: Jorge Munilla

COMPANY EMAIL ADDRESS: bmcdonald@mcmcorp.com

COMPANY STREET ADDRESS: 6201 SW 70 St., 2nd Floor

COMPANY CITY-STATE-ZIP: Miami, FL 33143

YEARS IN BUSINESS: 25

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by the Department of Small Business Development, MCM has received one contract with Miami-Dade County for a total dollar value of \$38,672,501.00.

SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): HJ Foundation Company, Dilema Corporation, Decktight Roofing Services, Inc., Florida Handling Systems, Inc., Highland Tank & Manufacturing Co., Inc., Bristol Emerson Process Management, Inc., Eaton Electrical Inc., Engine Systems, Inc., and Jorda Enterprises, Inc. d/b/a Jorda Mechanical Contractors.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

STANDARD PAYMENT AND PERFORMANCE BOND: Yes

REVIEW COMMITTEE: **MEETING DATE:** 10/15/2008 **SIGNOFF DATE:** 10/15/2008

RESPONSIBLE WAGES: Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>COMMENT</u>
CSBE	8.15%	\$4,633,825.44	This dollar amount represents the percentage of the Base Contract Amount plus the Contingency allowance
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: Yes

CONTRACT MANAGER NAME / PHONE / EMAIL: James Ferguson 786-552-8357 JFERG@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Alma M. Santiago, P.E. (786)552-8243 AS1@miamidade.gov

BACKGROUND

The work consists of furnishing all materials, labor, and equipment necessary to provide electrical service to all the new and upgraded facilities that will support the HLD upgrades and capacity rating increase to 285 MGD at the South District Wastewater Treatment Plant.

This project is one in a series of projects under the HLD Program to comply with Consent Order No. 03-1376 negotiated by Miami-Dade County and the Florida Department of Environmental Protection. It also adheres to regulatory requirements resulting from a rule change implemented by the United States Environmental Protection Agency to meet effluent quality standards for deep well disposal. Upon the completion of the entire project, the South District Wastewater Treatment Plant will be rated as a 285 MGD plant.

In February 2009, P&K, the second low bidder for this contract award, sent a letter to the County regarding the Manager's recommendation for the award. In the letter, P&K states that the bid submitted by the low bidder, MCM, should be regarded as non-responsive because MCM's bid did not comply with the Instructions to Bidders in the following ways: 1) the proposal did not


contain words describing the figures for each of the bid items, and 2) the proposal contains mathematical errors.


The County Attorney's Office (CAO) reviewed MCM's bid and on March 23, 2009 issued an official statement (as attached) stating that "To the extent the prices written in figures are clear, the fact that MCM failed to write the words of the prices is a matter of form over substance and the County may waive such irregularity. Additionally, the fact that MCM rounded out its prices and did not correctly multiply a bid item are likewise minor irregularities that did not give MCM a competitive advantage over the other bidders and may also be waived by the County. Based on the foregoing, it is my legal opinion that MCM's bid is responsive." Based on the findings of the CAO, WASD proceeded with the recommendation to award to MCM.

On April 3, 2009, P&K filed a bid protest and on April 24, 2009, the findings of the Hearing Examiner were filed with the Clerk of the Board (as attached). The Hearing Examiner upheld the County Manager's recommendation to award the contract to MCM.

BUDGET APPROVAL
FUNDS AVAILABLE:  4/28/09
 OSBM DIRECTOR DATE

APPROVED AS TO
LEGAL SUFFICIENCY:  4/28/09
 COUNTY ATTORNEY DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE: ^{on}
4/28  4-28-09
 OCI DIRECTOR DATE

 4/28/09
 ASSISTANT COUNTY DATE
 MANAGER

CLERK DATE

 DATE



MEMORANDUM
(Revised)

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

DATE: May 5, 2009

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

SUBJECT: Agenda Item No. 8(R)(1)(A)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
5-5-09

RESOLUTION NO. R-539-09

RESOLUTION APPROVING CONSTRUCTION CONTRACT NO. S-808 (A) IN THE AMOUNT OF \$62,407,392.61 TO MUNILLA CONSTRUCTION MANAGEMENT, LLC d/b/a MCM FOR THE UPGRADE OF THE ELECTRICAL DISTRIBUTION SYSTEM AT THE HIGH LEVEL DISINFECTION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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 hereby approves construction Contract No. S-808(A) to Munilla Construction Management LLC d/b/a MCM in the amount of \$62,407,392.61 for the upgrade of the electrical distribution system at the High Level Disinfection Facility at the South District Wastewater Treatment Plant pursuant to Section 2-8.2.11 of the Miami-Dade County Code; in substantially the form on file with the Clerk, an excerpt of which is attached hereto and made a part hereof; and authorizes the Mayor or Mayor's designee to execute same and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	absent	
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	absent	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2009. 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 ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Diane Collins**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

**SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285
MGD, ELECTRICAL DISTRIBUTION SYSTEM**

CONTRACT NO: S-808(A)

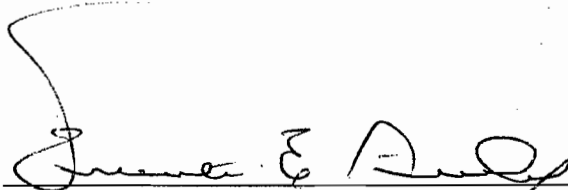
**BUDGET PROJECT AND
DESCRIPTION:**

96510240-SOUTH DISTRICT WASTEWATER
TREATMENT PLANT - HIGH LEVEL DISINFECTION


FUNDING SOURCE:

WASD REVENUE BONDS SOLD, HIGH LEVEL
DISINFECTION (HLD)-SPECIAL CONSTRUCTION FUND,
WASTEWATER CONNECTION CHARGES, WASTEWATER
RENEWAL FUND, AND FUTURE WASD REVENUE BONDS

**ASSISTANT DIRECTOR,
WASTEWATER - OPERATIONS:**


VICENTE E. ARREBOLA, P.E. 4-27-09
DATE


**ASSISTANT DIRECTOR,
ENGINEERING AND CAPITAL
IMPROVEMENTS:**


EDUARDO A. VEGA, P.E. 4/27/2009
DATE

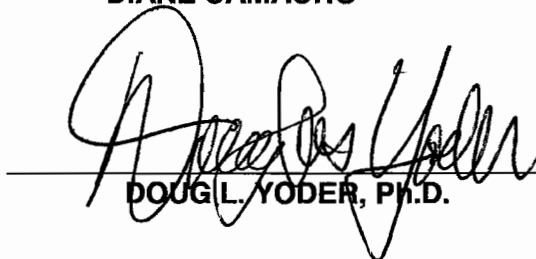
**WATER AND SEWER
BUDGETARY AND FINANCIAL
ADVISOR TO THE DIRECTOR:**


PEDRO L. VELAR 4/27/09
DATE

**ASSISTANT DIRECTOR,
FINANCE:**


DIANE CAMACHO 4/27/09
DATE

**DEPUTY DIRECTOR,
REGULATORY COMPLIANCE
AND CAPITAL IMPROVEMENTS:**


DOUG L. YODER, PH.D. 4/27/09
DATE



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

April 24, 2009

Mr. Stuart Sakwa, Attorney
Moore & Lee, LLP
500 East Broward Boulevard, Suite 1820
Ft. Lauderdale, FL 33394

Re: Bid Protest – Poole and Kent Company of Florida
Contract No. S-808(A) – South District Waste Water Treatment Plant
HLD – Upgrade to 285mgd-Electrical Distribution System

Dear Mr. Sakwa:

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, forwarded for your information is a copy of the Findings and Recommendation filed by the hearing examiner in connection with the foregoing bid protest which was held on April 17, 2009.

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 
Kay Sullivan, Director
Clerk of the Board Division

KS:fed
Attachments

cc: George Burgess, County Manager (via email)
Hugo Benitez, Assistant County Attorney (via email)
Henry Gillman, Assistant County Attorney (via email)
Miriam Singer, Director, Department of Procurement Management (via email)
Walter Fogarty, Department of Procurement Management (via email)
John Reafrow, Director, WASD (via email)
James Ferguson, Contract Manager, WASD (via email)
Alma Santiago, Project Manager, WASD (via email)
All bidders involved in the process (via US mail)

**MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

CLERK OF THE BOARD

2009 APR 24 PM 12:58

CLERK OF THE COURTS

REPORT AND RECOMMENDATIONS OF HEARING EXAMINER

**IN RE: BID PROTEST OF POOLE & KENT COMPANY OF FLORIDA
CONTRACT NO. S-808(A) – SOUTH DISTRICT WASTEWATER TREATMENT
PLANT HLD UPGRADE TO 285 MGD – ELECTRICAL DISTRIBUTION SYSTEM**

PRELIMINARY STATEMENT

This case concerns a protest filed by Poole & Kent Company of Florida (“Poole & Kent”) challenging the County Manager’s recommendation to award a contract for the Electrical Distribution System at the South District Wastewater Treatment Plant for the High Level Disinfection Upgrade pursuant to a Consent Order with the Florida Department of Environmental Protection (“S-808(A”).

The final hearing took place on April 17, 2009 in accordance with Section 2-8.4 of the Code of Miami-Dade County and Implementing Order No. 3-21. Testimony and exhibits were received from Poole & Kent, the County and Munilla Construction Management d/b/a MCM Corp. (“MCM”).

All participants were represented by legal counsel. Stuart Sakwa, Esq. of Moore & Lee, LLP represented Poole & Kent, Henry Gillman represented Miami-Dade County and Alfredo de Armas of Alvarez, Armas & Borron, PA., represented MCM.

LEGAL STANDARDS FOR REVIEW OF COMPETITIVE BIDS

In *Department of Transportation v. Groves-Watkins Constructors*, 530 So.2d 912, 913 (Fla. 1988), the Florida Supreme Court stated: [A] public body has wide discretion in soliciting and accepting bids for public improvement 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 may disagree." It has been established in Florida that "absent a showing of illegality, fraud, oppression or misconduct" a public agency's exercise of discretion cannot be disturbed. *Liberty*, 421 So.2d at 507; *Central Florida Equipment Rentals of Dade County, Inc. v. Dunn*, 586 So.2d 1171, 1172 (Fla. 3rd DCA 1991). While a public authority has a wide discretion in award of contracts for public works on competitive bids, such discretion must be exercised based upon clearly defined criteria, and may not be exercised arbitrarily or capriciously. *City of Sweetwater v. Solo Construction Corporation*, 823 So. 2d 798, 802 (Fla 3rd DCA 2002); *Miami-Dade County v. Church & Tower, Inc.*, 716 So. 2d 1084, 1089 (Fla 3rd DCA 1998).

A responsive proposal "is submitted on the correct forms, and contains all required information, signatures and notarizations." *Intercontinental Properties, Inc. v. State Dept. of Health and Rehabilitative Services*, 606 So.2d 380 (Fla. 3rd DCA 1992).

A bid may be rejected or disregarded if there is a material variance from the bid and the Advertisement. "[A] variance is material if it gives a substantial advantage over the other bidders and thereby restricts or stifles the competition." *Robinson Electric Co. v. Dade County*, 417 So.2d 1032 1034 (Fla 3rd DCA 1982).

The Florida courts apply two criteria in determining whether a specific noncompliance with bid instructions constitutes a substantial and nonwaivable irregularity: 1) whether the

waiver would deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and 2) whether it is of such a 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. *Robinson* at 1034.

FINDINGS OF FACT

1. On November 17, 2008, the County issued its Invitation to Bid for S-808(A).
2. The Instructions to Bidders ("ITB") requires "the price bid for each item shall be stated in both words and figures in the appropriate places in the Bid Proposal form." Para. 9 of ITB.
3. The Instructions to Bidders provides the Board of County Commissioners with the right to reject any or all bids, or any part of any bid, to waive any informality in any bid or to readvertise for 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 interests". Para. 16 of ITB.
4. On February 4, 2009 at 1:56pm, MCM timely submitted a bid in response to the ITB for S-808(A) in the total amount of \$62,407,344.00.
5. The County properly handled and safeguarded MCM's bid including MCM's proposal form.
6. MCM clearly wrote the amounts for each of the 20 bid items in figures, including but not limited to, bid item # 4 which is in the amount of \$9,049,133.00.
7. MCM did not write the amounts for each of the 20 bid items in words.

8. MCM rounded up the amount in certain bid items and made mathematical errors when multiplying the unit price by the units on certain bid items.
9. The mathematical errors resulted in MCM's total bid amount being \$48.61 more than the amount written by MCM in its bid proposal.
10. MCM's corrected total bid amount is \$62,407,392.61.
11. Poole & Kent's total bid amount is \$62,658,639.00.
12. On March 31, 2009 the County Manager recommended award to MCM as the lowest responsible, responsive bidder.
13. On April 3, 2009 Poole & Kent filed its Bid Protest. The Protest raised three issues. First, that MCM failed to properly complete the Proposal Form by not stating the price for each item in both words and figures in the appropriate places, and that the County acted arbitrarily when it determined that the variances in MCM's bid were non-material and waivable. Second, that the price written in figures by MCM for Bid Item 4 was unclear. Third, that MCM failed to properly name all of its first-tier subcontractors prior to the award.
14. During the course of the Bid Protest hearing, Poole & Kent notified the Hearing Examiner that it was no longer pursuing the third issue.
15. As to the second issue, at the close of the Bid Protest hearing the Hearing Examiner announced that he had examined the original Proposal submitted by MCM which was placed into evidence, and that the price written in figures by MCM for Bid Item 4 was clear, in effect denying the protest as to the second issue.

DISCUSSION

At the protest hearing Poole & Kent witnesses testified describing the hectic activities engaged in by the bidders which took place just prior to the time deadline for the submission of their proposals to the County. These activities were described as "chaotic" in the efforts of the bidders to wait until as late as possible to obtain quotes and submit their best price. Poole & Kent contends that by not writing out the words for the 20 bid items, MCM was able to save approximately 10 minutes of time as compared to the other bidders in completing the Proposal Form. and thereby obtained a substantial competitive advantage.

I do not conclude that by MCM's failing to write out the 20 bid items in words, it was afforded a substantial advantage over the other bidders. Such a conclusion, I believe, would be speculative. There is no evidence that MCM received any quotes from any subcontractors or suppliers or made any modifications to its bid submittal in the minutes prior to the deadline for bid submittals, or that any of the other bidders were actually adversely affected.

In *Intercontinental Properties, Inc.*, supra at 386, the Third District Court of Appeal stated "There is a very strong public interest in favor of saving tax dollars in awarding public contracts. There is no public interest, much less a substantial public interest, in disqualifying low bidders for technical deficiencies in form, where the low bidder did not derive any unfair competitive advantage by reason of the technical omission."

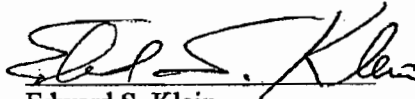
Based on the facts of this case and Florida's strong public policy in favor of awarding contracts to the low bidder, I find that MCM's noncompliance is a matter of form and is a minor irregularity that may be waived by the County. See In re Comptroller General to the Honorable Secretary of the Interior, 1965 WL 2710 (Comp Gen)(low bidder's failure to write out price of item was not sufficient reason to reject bid). Since the evidence submitted by Poole & Kent is

insufficient to demonstrate that the County's action was arbitrary, illegal, dishonest or fraudulent, the protest filed by Poole & Kent is hereby denied.

RECOMMENDATION

Based upon due consideration of the witnesses, exhibits, law, argument of counsel and the foregoing findings, it is Recommended that the County Manager's recommendation to award Contract S-808(A) to MCM be upheld.

This Report and Recommendation of the Hearing Examiner is being filed with the Clerk of the Board on this 24th day of April 2009, with directions to mail a copy to all participants in the Bid Protest proceedings.



Edward S. Klein
Hearing Examiner

Memorandum



Date: March 23, 2009

To: Patricia Hernandez
WASD Agenda Coordinator

From: Henry N. Gillman
Assistant County Attorney

Subject: Request for Responsiveness Opinion - Contract No. S-808(A)

INTRODUCTION

You have requested a legal opinion as to whether the bid for the South District Wastewater Treatment Plant HLD Upgrade to 285 MGD, Electrical Distribution System Contract No. S-808 (A) submitted by Munilla Construction Management LLC d/b/a MCM ("MCM") is responsive. Your request included a letter from the second low bidder, Poole & Kent Company of Florida ("Poole & Kent"), that asserts MCM's bid is nonresponsive. I was also provided a copy of MCM's bid proposal, the Department's adding machine tape of MCM's proposal and the Instruction to Bidders. In its letter, Poole & Kent asserts that MCM's bid should be rejected as non-responsive because MCM's bid did not comply with the Instructions to Bidders in the following ways: 1) the proposal did not contain words describing the figures for each of the bid items; and 2) the proposal contains mathematical errors.

LAW

As a general matter, a responsive proposal "is submitted on the correct forms, and contains all required information, signatures, and notarizations." Intercontinental Properties, Inc. v. State Dept. of Health and Rehabilitative Services, 606 So.2d 380 (Fla. 3rd DCA 1992). A bid is not responsive if it cannot form the basis of a contract, or if contains deviations which provide the bidder with a material advantage over other bidders. Robinson Electric Co. v. Dade County, 417 SO.2d 1032,1034 (Fla. 3rd DCA 1982)("A variance is material if it gives the bidder a substantial advantage over other bidders and thereby restricts or interferes with competition"). "[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 may disagree." Department of Transportation v. Groves-Watkins Constructors, 530 So.2d 912, 913 (Fla. 1988). See also, Liberty County v. Baxter's Asphalt & Concrete, Inc., 421 So.2d 505 (Fla. 1982). The Instruction to Bidders provides the Board of County Commissioners with discretion to waive irregularities in a bid.

ANALYSIS

Contrary to the Instruction to Bidders, MCM did not write the amounts for each bid item in words and figures. Instead, MCM only wrote the amounts in figures. The Comptroller General has opined that the failure to write a bid price out in words is a minor informality that may be waived if the bid price is otherwise clear. B-156631, 1965 WL 2710 (Comp. Gen.); See also Pittman Construction Company, Inc. v. Parish of East Baton Rouge, 493 So.2d 178 (La.App. 1st Cir., 1986)(low bidder's failure to write out price of item was not sufficient reason to reject

bid). Poole & Kent alleges that the failure to write the amounts in words gave MCM a competitive advantage. In the cases that involved a failure to write a price in words, neither the Comptroller General nor the appellate court found that such failure provides the bidder with a competitive advantage.

Poole & Kent also alleges that the amount for Bid Item # 4 is not clear and could be \$9,649,133.00 instead of \$9,049,133.00. However, the Department's Contract Officer reviewed the original copy of the proposal and found that Bid Item # 4 clearly indicates \$9,049,133.00. Moreover, the amount of \$9,049,133 together with the correct amounts of the other bid items provides a Total Bid Amount of \$62,407,392.61. The Total Bid submitted by MCM in its Proposal is \$62,407,344.00. The difference of \$48.61 is due to the fact that on Bid Items # 2A, 2C and 6, MCM rounded to the nearest dollar and on Bid Item # 13, MCM made an error in multiplying the unit price by the number of square yards. These errors resulted in a different amount in the Subtotal and in the Contingency Account and Dedicated Allowance Account which are calculated as a percentage of the Subtotal.

CONCLUSION

To the extent the prices written in figures are clear, the fact that MCM failed to write the words of the prices is a matter of form over substance and the County may waive such irregularity. Additionally, the fact that MCM rounded out its prices and did not correctly multiply a bid item are likewise minor irregularities that did not give MCM a competitive advantage over the other bidders and may also be waived by the County. Based on the foregoing, it is my legal opinion that MCM's bid is responsive.

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 Jorge Munilla who being
duly sworn states: (insert name of affiant)

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:

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
submission 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.



[Signature]
Signature of Affiant

February 18 20 09
Date

Jorge Munilla, President
Printed Name of Affiant and Title

5 / 9 - 2 / 3 / 7 / 3 / 4 / 0 / 3 /
Federal Employer Identification Number

MCM
Printed Name of Firm

6201 SW 70 Street, 2nd Floor Miami, FL 33143
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 18 day of February, 2009

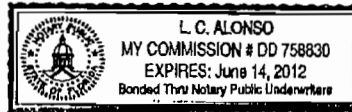
He/She is personally known to me or has presented _____ as
identification.

L.C. Alonso
Signature of Notary
L.C. Alonso
Print or Stamp Name of Notary

Type of identification
DD 758830
Serial Number
June 14, 2012
Expiration Date

Notary Public – State of Florida

Notary Seal



STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
 DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
 (dollars in thousands)

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS

PROJECT # 9651061

DESCRIPTION: Construct piping improvements to pump station number 536 and force main upgrade in SW 117 Ave

LOCATION: Wastewater System - South District Area
 Systemwide

DISTRICT LOCATED: Systemwide
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Wastewater Connection Charges	0	0	313	470	0	0	0	0	783
Future WASD Revenue Bonds	0	0	0	1,027	1,990	0	0	0	3,017

TOTAL REVENUE: 0 0 313 1,497 1,990 0 0 0 3,800

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	0	0	28	136	181	0	0	0	345
Construction	0	0	285	1,361	1,809	0	0	0	3,455

TOTAL EXPENDITURES: 0 0 313 1,497 1,990 0 0 0 3,800

SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION

PROJECT # 96510240

DESCRIPTION: Construct treatment facilities for high level disinfection to meet regulatory requirements at the South District Wastewater Treatment Plant

LOCATION: 8950 SW 232 St
 Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
 DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Wastewater Renewal Fund	65,671	0	0	0	0	0	0	0	65,671
Wastewater Connection Charges	33,880	10,683	2,693	2,186	487	457	215	0	50,601
WASD Revenue Bonds Sold	24,846	0	0	0	0	0	0	0	24,846
Future WASD Revenue Bonds	0	0	116,610	159,222	95,700	31,427	3,430	1,447	407,836
HLD Special Construction Fund	80,000	0	0	0	0	0	0	0	80,000

TOTAL REVENUE: 204,397 10,683 119,303 161,408 96,187 31,884 3,645 1,447 628,954

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	5,629	8,080	15,973	15,194	8,869	2,990	368	132	57,235
Construction	56,225	80,710	159,552	151,777	88,595	29,864	3,681	1,315	571,719

TOTAL EXPENDITURES: 61,854 88,790 175,525 166,971 97,464 32,854 4,049 1,447 628,954

BUDGET PROJECT 96510240 - (As per 2008-2009 Approved Budget)

Project Title: 96510240-SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION

Project Desc: Construct treatment facilities for high level disinfection to meet regulatory requirements at the South District Wastewater Treatment Plant

	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
Expenditures	61,854,000	88,790,000	175,525,000	166,971,000	97,464,000	32,854,000	4,049,000	1,447,000
Revenue	204,397,000	10,683,000	119,303,000	161,408,000	96,187,000	31,884,000	3,645,000	1,447,000

CDPWeb Project Milestones (\$ IN 000'S)

Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
Planning/Design	5,629,000	8,080,000	15,973,000	15,194,000	8,869,000	2,990,000	368,000	132,000
Construction	56,225,000	80,710,000	159,552,000	151,777,000	88,595,000	29,864,000	3,681,000	1,315,000

CDPWeb Project Revenue

Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
Wastewater Renewal Fu	65,671,000	0	0	0	0	0	0	0
Wastewater Connection	33,880,000	10,683,000	2,693,000	2,186,000	487,000	457,000	215,000	0
WASD Revenue Bonds So	24,846,000	0	0	0	0	0	0	0
Future WASD Revenue B	0	0	116,610,000	159,222,000	95,700,000	31,427,000	3,430,000	1,447,000
HLD Special Construct	80,000,000	0	0	0	0	0	0	0

CIIS Site Funding Info

SITE / Location:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:
72970-23300 SW 88 AVE 33032	204,397,000	10,683,000	119,303,000	161,408,000	96,187,000	31,884,000	3,645,000	0

Add GEO Coded Site PROJECT SITES SITE SCHEDULES REPORT 20

EXIT

Dept	ContractNo	Contract Name	RTA / MGC Estimated Allocation	Award / MGC Award Allocation	CIIS Award
WS	E07-WASD-02	Design and Construction Management Services for the SDWWTP Water Reclamation Facility	\$55,000,000.00	\$0.00	\$55,000,000.00
WS	E07-WASD-05	Construction Engineering & Inspection Services for the South District Wastewater Treatment Plant High Level Disinfection Facility	\$6,050,000.00	\$0.00	\$6,050,000.00
WS	E07-WASD-05 (A)	Construction Engineering & Inspection Services for the South District Wastewater Treatment Plant High Level Disinfection Facility	\$0.00	\$6,050,000.00	\$6,050,000.00

WS	S-805	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Filter System	Cancelled	Cancelled	Cancelled
WS	S-805 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Filter System	\$138,000,000.00	\$0.00	\$134,253,006.15
WS	S-805 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Filter System	\$0.00	\$134,253,006.15	\$134,253,006.15
WS	S-806	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Transfer Pump Station	Cancelled	Cancelled	Cancelled
WS	S-806 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Transfer Pump Station	\$25,237,700.00	\$0.00	\$28,305,698.39
WS	S-806 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Transfer Pump Station	\$0.00	\$28,305,698.39	\$28,305,698.39
WS	S-808 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System	\$88,411,000.00	\$0.00	\$62,407,392.61
WS	S-808 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System	\$88,411,000.00	\$0.00	\$62,407,392.61
WS	S-808 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Upgrade Electrical Distribution System	\$0.00	\$62,407,392.61	\$62,407,392.61
WS	S-811 (A)	South District Wastewater Treatment Plant, HLD Upgrade To 285 MGD, Secondary Clarifier Additions and Improvements	\$0.00	\$92,786,510.28	\$92,786,510.28
WS	S-811 (A)	South District Wastewater Treatment Plant, HLD Upgrade To 285 MGD, Secondary Clarifier Additions and Improvements	\$80,000,000.00	\$0.00	\$92,786,510.28
WS	S-811 (A)	South District Wastewater Treatment Plant, HLD Upgrade To 285 MGD, Secondary Clarifier Additions and Improvements	\$5,371,500.00	\$0.00	\$92,786,510.28
WS	S-812 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Chlorine Contact Tanks No. 5 to 9	\$19,413,400.00	\$0.00	\$18,096,498.00
WS	S-812 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Chlorine Contact Tanks No. 5 to 9	\$0.00	\$18,096,498.00	\$18,096,498.00
WS	S-813	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Yard Piping	Cancelled	Cancelled	Cancelled
WS	S-813 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Yard Piping	\$0.00	\$10,132,996.00	\$10,132,996.00
WS	S-816 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Oxygenation Train No. 7	\$11,700,000.00	\$0.00	\$8,830,950.00
WS	S-816 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Oxygenation Train No. 7	\$0.00	\$8,830,950.00	\$8,830,950.00

WS	S-817 (A)	South District Wastewater Treatment Plant, HLD Upgrade To 285 MGD, Effluent Pump Station	\$27,720,310.00	\$0.00	\$0.00
WS	S-819 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD On-Site Hypochlorite Generation System	\$0.00	\$24,944,441.20	\$24,944,441.20
WS	S-819 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD On-Site Hypochlorite Generation System	\$43,091,800.00	\$0.00	\$24,944,441.20
WS	S-825 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Temporary Office Facilities	\$8,000,000.00	\$0.00	\$11,110,940.05
WS	S-825 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Temporary Office Facilities	\$0.00	\$11,110,940.05	\$11,110,940.05
WS	S-828	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Site Preparation	Cancelled	Cancelled	Cancelled
WS	S-828 (A)	South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Site Preparation	\$0.00	\$14,474,955.00	\$14,474,955.00
Total Allocated:			\$596,406,710.00	\$411,393,387.68	

Memorandum



Date: February 11, 2009

To: John W. Renfrow, Director
Water And Sewer Department

From: Penelope Townsely, Director
Department of Small Business Development

Subject: CSBE Compliance Review of Project No: S-808(A), South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Electrical Distribution System

Small Business Development (SBD) has completed a compliance review for the above-referenced project with the Community Small Business Enterprise (CSBE) Program. The contract measure applicable to this project is an 8.15% second, third, and fourth tier CSBE goal. The Construction Contracts Section of The Miami-Dade Water and Sewer Department (WASD) submitted bid documents from MCM Engineering & General Contractors, Poole & Kent Mechanical Contractors, and Skanska USA Building, Inc. for compliance review.

MCM Engineering & General Contractors submitted the required commitment letter agreeing to meet the second, third, and fourth tier CSBE goal. MCM Engineering & General Contractors has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Poole and Kent Company of Florida submitted the required commitment letter agreeing to meet the second, third, and fourth tier CSBE goal. Poole and Kent Company of Florida has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

Skanska USA Building, Inc. submitted the required commitment letter agreeing to meet the second, third, and fourth tier CSBE goal. Skanska USA Building, Inc. has fulfilled the contract measure requirement and is in compliance with the CSBE Participation Provisions.

SBD staff only reviewed and addressed compliance with the CSBE program. The Construction Contracts Section of The Miami-Dade Water and Sewer 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 Kelly Duncombe at (305) 375-3136.

c: Alma Santiago, P.E., WASD
Betty Alexander, Division Director, SBD
Patrice King, SBD
File

FEB 18 '09 PM03:31



Dept. of Business Development
Project Worksheet

Project/Contract Title: SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD UPGRADE ELECTRICAL DISTRIBUTION SYSTEM (SIC 16) RC Date: 10/15/2008
 Project/Contract No: S-808 (A) Funding Source: Item No: 3-03
 Department: WATER & SEWER DEPARTMENT FUTURE WASH REVENUE
 Estimated Cost of Project/Bid: \$82,170,000.00 BONDS Resubmittal Date(s):
 Description of Project/Bid: TO ESTABLISH A CONTRACT THAT CONSISTS OF FURNISHING ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROVIDE ELECTRICAL SERVICE TO ALL THE NEW AND UPGRADED FACILITIES THAT WILL SUPPORT THE HLD UPGRADES AND CAPACITY RATING INCREASE TO 285 MGD AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CSBE	8.15%

Reasons for Recommendation

An analysis of the factors contained in Section VI C of Administrative Order 3-22 indicate that a 8.15% CSBE goal is appropriate.
 2nd, 3rd, & 4th TIER CSBE GOAL = 8.15%.
 CWP Not Applicable: Not in DTA

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Drywall, Plastering, Acoustical, and Insulation Contractors	CSBE	\$514,959.39	0.63%	24
Carpentry Contractors	CSBE	\$139,935.51	0.17%	17
Roofing, Siding, and Sheet Metal Contractors	CSBE	\$239,936.40	0.29%	21
Concrete Contractors	CSBE	\$999,926.73	1.22%	34
Highway and Street Construction	CSBE	\$349,962.03	0.43%	31
All Other Heavy Construction	CSBE	\$1,599,932.07	1.95%	23
Plumbing, Heating, and Air-Conditioning Contractors	CSBE	\$909,921.90	1.11%	26
Electrical Contractors	CSBE	\$699,924.06	0.85%	42
Commercial and Institutional Building Construction	CSBE	\$1,024,659.90	1.25%	99
Wrecking and Demolition Contractors	CSBE	\$219,969.09	0.27%	11
Total		\$6,698,827.08	8.15%	

Living Wages: YES NO Highway: YES NO Heavy Construction: YES NO
 Responsible Wages: YES NO Building: YES 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 8.15% 2nd, 3rd, and 4th Tier CSBE
 Bid Preference _____
 No Measure _____ Deferred _____ Selection Factor _____
 _____ 10/15/08 _____
 Chairperson, Review Committee Date County Manager Date

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

TABULATION OF BIDS Bid Date: February 4, 2009

BIDDERS

Munilla Construction Management LLC, d/b/a MCM 6201 SW 70th St., 2nd Fl. Miami, FL 33143	Poole & Kent Company of Florida 1781 NW North River Drive Miami, Florida 33125	Skansa USA Building, Inc. 1815 Griffin Road, Suite 204 Dania Beach, Florida 33004
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Item	No. Description	Quant.	Unit	Total	Unit	Total	Unit	Total
1.	Performing preparatory work & operations in mobilizing for beginning the work of the Project, but excluding materials & permit costs, both of which are paid under other payment items	Aggr. Sum		\$2,566,415.00		\$2,400,000.00		\$2,609,313.55
2A.	All cost of mobilizing plus demolishing for production auger cast pile installation, including submittals, pile rig installation & removal, cranes & all other equipment required to do piling at any or all locations on the treatment plant site	2 Units	8,562.56	17,125.12 *	8,000.00	16,000.00	8,160.00	16,320.00
2B.	All cost of installing production pressure grouted reinforced auger cast piling for foundations of the Electrical Distribution Building No. 2 and the Bulk Fuel Storage & Transfer Facility	9,000 L.F.	22.17	199,530.00 *	21.00	189,000.00	21.68	195,120.00
2C.	All costs of mobilizing, plus demolishing & performing for auger-cast pile load testing including submittals, pile rig installation & removal cranes, test rig setup, load testing & test reports at locations identified on the plans	2 Units	20,338.09	40,672.18 *	23,000.00	46,000.00	25,500.00	51,000.00
3.	All cost of installing the FPL switch structure, FPL duct banks, tie-ins to existing duct banks, coordinating with FPL or its agents to install cable from FPL facilities to the switch structure, coordinate & support FPL or its agents to furnish & install FPL supplied switches on the structure & install duct banks from the switch structure into the Electrical Distribution Building No. 2, install all accessories for FPL service	Aggr. Sum		142,246.00		600,000.00		1,000,000.00
4.	All cost of furnishing & installing all civil, structural, architectural, mechanical, electrical, plumbing, ventilation AC elements & all required accessories for the construction of the Electrical Distribution Building No. 2, not including equipment furnished, installed, connected & tested in the building itemized in other bid items	Aggr. Sum		9,049,133.00		7,800,000.00		11,470,407.45
5.	All cost of furnishing & installing, connecting, wiring & testing of all electrical distribution equipment not including equipment & work specified in Section 16230 in Electrical Building No. 2 including but not limited to medium voltage switchgear, motor control centers, all transformers, batteries wire & cable to FPL switches & other inter equipment wiring, controls & accessories to provide primary electrical service at the switchgear room	Aggr. Sum		4,384,033.00		4,440,000.00		5,000,000.00

*Revised due to error

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

TABULATION OF BIDS

BIDDERS		Munilla Construction Management		Poole & Kent Company of Florida		Skansa USA Building, Inc.	
		LLC, d/b/a MCM		1781 NW North River Drive		1815 Griffin Road, Suite 204	
		6201 SW 70th St., 2nd Fl.		Miami, Florida 33125		Dania Beach, Florida 33004	
		Miami, FL 33143					

Bid Date: February 4, 2009

Item No.	Description	Quant.	Unit	Total	Unit	Total	Unit	Total
6.	All costs of manufacturing fabricating assembling factory testing, delivering, installing, connecting & furnishing & installing and field testing including cost of fuel for testing an electric generating system for all equipment as specified in Section 16230, including but not limited to the generator comprising of engine/alternator/skid, control panels, wiring, radiators & piping, exhaust mufflers & piping, day tanks, fuel piping & controls, air receiver tanks for starting & air piping & all necessary tie-ins to the switchgear system & all accessories, fuel for startup and field testing, spare parts and all items to provide a fully functioning generating system	7	Units	\$2,850,416.68		\$19,952,316.76 *	\$3,000,000.00	\$21,000,000.00
7.	All costs of manufacturing, fabricating assembling, factory testing, delivering, & storing a spare alternator matching the alternator provided under Bid Item 6		Aggr. Sum	281,494.00		400,000.00		300,000.00
8.	All cost of furnishing & installing all power & control duct banks, pull boxes, manholes & tie-ins to transfer rooms, tie-ins to duct banks & manholes provided by other contracts & existing systems excluding wire & cable tie-ins		Aggr. Sum	1,605,481.00		3,900,000.00		2,500,000.00
9.	All cost of furnishing & installing all twenty two (22) 13.2k transformers in rooms/locations outside Electrical Distribution Building No. 2 as identified in the plans, installing wire & cable in the power & signal duct banks connecting these transformers to the Electrical Distribution Building No. 2, furnishing, installing & testing wire & cable in all other power & control duct banks depicted on the Drawings, tie-in to switchgears providing power to the transformers & testing fuel storage & transfer facility including foundations, buildin floors, trenches, bulk fuel tanks, transfer pumps & controls, platforms & accessories, civil, structural, mechanical, architectural, plumbing & electrical & instrumentation work for the facility, drainage facilities, bulk fuel transfer facility, fuel lines, trenches, controls & wiring between the facility & Electrical Distribution Building No. 2		Aggr. Sum	7,885,052.00		5,000,000.00		5,700,000.00
10.	All cost incurred in the furnishing & installation of the bulk fuel storage & transfer facility including foundations, buildin floors, trenches, bulk fuel tanks, transfer pumps & controls, platforms & accessories, civil, structural, mechanical, architectural, plumbing & electrical & instrumentation work for the facility, drainage facilities, bulk fuel transfer facility, fuel lines, trenches, controls & wiring between the facility & Electrical Distribution Building No. 2		Aggr. Sum	1,888,153.00		3,000,000.00		2,500,000.00

*Revised due to error

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

TABULATION OF BIDS
BIDDERS

Bid Date: February 4, 2009
Skansa USA Building, Inc.
1815 Griffin Road, Suite 204
Dania Beach, Florida 33004

Munilla Construction Management
LLC, d/b/a MCM
6201 SW 70th St., 2nd Fl.
Miami, FL 33143

Poole & Kent Company of Florida
1781 NW North River Drive
Miami, Florida 33125

Item No.	Description	Quant.	Unit	Total	Unit	Total	Unit	Total
11.	All cost of furnishing & installing all earthwork, drainage grading, civil, structural, architectural, mechanical, electrical instrumentation, fire, plumbing, ventilation & AC systems, & all other accessories for the construction of the Sludge Pump Station No. 3 Substation	Aggr. Sum		\$1,109,173.00		\$1,200,000.00		\$1,500,000.00
12.	All cost of furnishing & installing all earthwork, drainage grading, civil, structural, architectural, mechanical, electrical instrumentation, fire, plumbing, ventilation & AC systems, & all other accessories for the construction of the Residual Solids Management Substation	Aggr. Sum		1,325,485.00		1,300,000.00		1,500,000.00
13.	All cost of furnishing & installing 12-inch stabilized subgrade, 8-inch limerock base material, & 1 1/2-inch Type asphaltic concrete mix in unpaved areas	10,300 Sq. Yds.	37.93	390,679.00 *	31.00	319,300.00	23.70	244,110.00
14.	Total cost for all work defined in the bid documents not included in other Bid Items including, but not limited to civil, structural, mechanical, electrical, instrumentation plumbing, architectural, ventilation, AC, roadways & final site work	Aggr. Sum		850,370.00		300,000.00		100,000.00
15.	The total of Bid Items 1 through 14			\$51,687,958.06 *		\$51,910,300.00		\$52,186,271.00
16.	Securing permits, coordinating with power companies & suppliers, furnishing, installing, operating, maintaining in operation, alternate sources of power like new overhead power or modified duct bank feed from FPL, renting, fueling, installing, tie-in running generators or any other means as directed by the Department to provide constant & uninterrupted power service to the transformers installed in the transformer rooms constructed under this or other contracts if deemed necessary by the Department	Dedicated Allowance Account		\$2,000,000.00		\$2,000,000.00		\$2,000,000.00
17.	Modifying building & site designs to make provision for a future project to blend natural gas in the fuel system to supply blended fuel to the generators	Dedicated Allowance Account		\$250,000.00		\$250,000.00		\$250,000.00

*Revised due to error

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

TABULATION OF BIDS Bid Date: February 4, 2009

BIDDERS

Munilla Construction Management LLC, d/b/a MCM 6201 SW 70th St., 2nd Fl. Miami, FL 33143	Poolle & Kent Company of Florida 1781 NW North River Drive Miami, Florida 33125	Skansa USA Building, Inc. 1815 Griffin Road, Suite 204 Dania Beach, Florida 33004
---	---	---

Item No.	Description	Quant.	Unit	Total	Unit	Total
18.	Permitting, modifying & performing any structural, architectural mechanical or electrical work in the transforme rooms constructed in other contracts to allow proper installation of medium voltage transformers in the rooms & for coordinating & providing support products & services to FPL to provide service to the FPL switches	Dedicated Allowance Account		\$500,000.00		\$500,000.00
19.	Permitting, & performing all necessary work activities to remove, relocate or assume leases for the office trailers currently in service south of the Electrical Distribution Building No. 2 including all demolition, roadway & cleanup work including drainage, paving traffic & other coordination as directed by the Department	Dedicated Allowance Account		\$200,000.00		\$200,000.00
20.	Selling hardware & providing programming & supervisory labor provided under Bristol, Inc. proposal to the for works at the Electrical Distribution Building No. 2, other buildings constructed under this contract & other buildings on site & associated systems as reviewed & approved by the County	Dedicated Allowance Account		\$200,000.00		\$200,000.00
21.	Additional hardware, software programming changes, facto acceptance or start-up services requested of the Contractor by the County for Bristol, Inc. services in a proposal from th Contractor, reviewed & approved by the County	Dedicated Allowance Account		\$100,000.00		\$100,000.00
22.	Selling, delivery, installing & compacting up to 2000 cubic yards of structural or suitable fill at locations directed & authorized by the Department	Dedicated Allowance Account		\$250,000.00		\$250,000.00
23.	Selling, delivery, installing of No. 2 diesel fuel into the bulk fuel storage tanks for emergency operation as directed & authorized by the Department	Dedicated Allowance Account		\$500,000.00		\$500,000.00
24.	Unforeseen conditions minor construction changes & for additional work or materials not covered by other Propos Items, calculated as ten (10) percent of Bid Item 15	Contingency Account		\$5,168,795.81 *		\$5,168,795.81 *
25.	Reimbursement of the Contractor's cost of required Construction permits & fees, calculated as three (3) percent of the sum of Bid Item 15	Dedicated Allowance Account		\$1,550,638.74 *		\$1,557,309.00
TOTAL BID ITEMS 15 THROUGH 25				\$62,407,392.61 *		\$62,658,639.00

* Revised due to error

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

Bid Date: February 4, 2009

**TABULATION OF BIDS
BIDDERS**

Harry Pepper & Associates, Inc.
18902-A Northeast 5th Avenue
Miami, FL 33179

Item No.	Description	Quant.	Unit	Total
		Aggr. Sum		\$2,592,007.00
1.	Performing preparatory work & operations in mobilizing for beginning the work of the Project, but excluding materials & permit costs, both of which are paid under other payment items	2	25,000.00	50,000.00
		Units		
2A.	All cost of mobilizing plus demobilizing for production auger cast pile installation, including submittals, pile rig installation & removal, cranes & all other equipment required to do piling at any or all locations on the treatment plant site	9,000	94.639	851,751.00
		L.F.		
2B.	All cost of installing production pressure grouted reinforced auger cast piling for foundations of the Electrical Distribution Building No. 2 and the Bulk Fuel Storage & Transfer Facility	2	47,250.00	94,500.00
		Units		
2C.	All costs of mobilizing, plus demobilizing & performing for auger-cast pile load testing including submittals, pile rig installation & removal cranes, test rig setup, load testing & test reports at locations identified on the plans	Aggr. Sum		354,200.00
3.	All cost of installing the FPL switch structure, FPL duct banks, tie-ins to existing duct banks, coordinating with FPL or its agents to install cable from FPL facilities to the switch structure, coordinate & support FPL or its agents to furnish & install FPL supplied switches on the structure & install duct banks from the switch structure into the Electrical Distribution Building No. 2, install all accessories for FPL service	Aggr. Sum		10,018,323.00
4.	All cost of furnishing & installing all civil, structural, architectural, mechanical, electrical, plumbing, ventilation AC elements & all required accessories for the construction of the Electrical Distribution Building No. 2, not including equipment furnished, installed, connected & tested in the building itemized in other bid items	Aggr. Sum		4,761,150.00
5.	All cost of furnishing & installing, connecting, wiring & testing of all electrical distribution equipment not including equipment & work specified in Section 16230 in Electrical Building No. 2 including but not limited to medium voltage switchgear, motor control centers, all transformers, batteries wire & cable to FPL switches & other inter equipment wiring, controls & accessories to provide primary electrical service at the switchgear room	Aggr. Sum		

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MIAMI-DADE WATER AND SEWER DEPARTMENT
 MIAMI-DADE COUNTY
 SOUTH DISTRICT WASTEWATER TREATMENT PLANT
 HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
 CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

Bid Date: February 4, 2009

TABULATION OF BIDS
 BIDDERS

Harry Pepper & Associates, Inc.
 18902-A Northeast 5th Avenue
 Miami, FL 33179

Item No.	Description	Quant.	Unit	Total
6.	All costs of manufacturing fabricating assembling factory testing, delivering, installing, connecting & furnishing & installing and field testing including cost of fuel for testing an electric generating system for all equipment as specified in Section 16230, including but not limited to the generator comprising of engine/alternator/skid, control panels, wiring, radiators & piping, exhaust mufflers & piping, day tanks, fuel piping & controls, air receiver tanks for starting & air piping & all necessary tie-ins to the switchgear system & all accessories, fuel for startup and field testing, spare parts and all items to provide a fully functioning generating system	7	\$3,363,566.71 Units	\$23,544,966.97 *
7.	All costs of manufacturing, fabricating assembling, factory testing, delivering, & storing a spare alternator matching the alternator provided under Bid Item 6	Aggr. Sum		500,000.00
8.	All cost of furnishing & installing all power & control duct banks, pull boxes, manholes & tie-ins to transfer rooms, tie-ins to duct banks & manholes provided by other contracts & existing systems excluding wire & cable tie-ins	Aggr. Sum		3,350,000.00
9.	All cost of furnishing & installing all twenty two (22) 13.2k ¹ transformers in rooms/locations outside Electrical Distributive Building No. 2 as identified in the plans, installing wire & cable in the power & signal duct banks connecting these transformers to the Electrical Distribution Building No. 2, furnishing, installing & testing wire & cable in all other power & control duct banks depicted on the Drawings, tie-in to switchgears providing power to the transformers & testing	Aggr. Sum		8,600,000.00
10.	All cost incurred in the furnishing & installation of the bulk fuel storage & transfer facility including foundations, buildin floors, trenches, bulk fuel tanks, transfer pumps & controls, platforms & accessories, civil, structural, mechanical, architectural, plumbing & electrical & instrumentation work for the facility, drainage facilities, bulk fuel transfer facility, fuel lines, trenches, controls & wiring between the facility & Electrical Distribution Building No. 2	Aggr. Sum		1,027,269.00

*Revised due to error

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MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

TABULATION OF BIDS
BIDDERS

Bid Date: February 4, 2009

Harry Pepper & Associates, Inc.
18902-A Northeast 5th Avenue
Miami, FL 33179

Item No.	Description	Quant.	Unit	Total
11.	All cost of furnishing & installing all earthwork, drainage grading, civil, structural, architectural, mechanical, electrical instrumentation, fire, plumbing, ventilation & AC systems, & all other accessories for the construction of the Sludge Pump Station No. 3 Substation	Aggr. Sum		2,361,058.00
12.	All cost of furnishing & installing all earthwork, drainage grading, civil, structural, architectural, mechanical, electrical instrumentation, fire, plumbing, ventilation & AC systems, & all other accessories for the construction of the Residual Solids Management Substation	Aggr. Sum		\$2,458,944.00
13.	All cost of furnishing & installing 12-inch stabilized subgrade, 8-inch limerock base material, & 1 1/2-inch Type asphaltic concrete mix in unpaved areas	10,300 Sq. Yds.	9.496	97,808.80
14.	Total cost for all work defined in the bid documents not included in other Bid Items including, but not limited to civil, structural, mechanical, electrical, instrumentation plumbing, architectural, ventilation, AC, roadways & final site work	Aggr. Sum		360,500.00
15.	The total of Bid Items 1 through 14			\$61,022,477.77 *
16.	Securing permits, coordinating with power companies & suppliers, furnishing, installing, operating, maintaining in operation, alternate sources of power like new overhead power or modified duct bank feed from FPL, renting, fueling, installing, tie-in running generators or any other means as directed by the Department to provide constant & uninterrupted power service to the transformers installed in the transformer rooms constructed under this or other contracts if deemed necessary by the Department	Dedicated Allowance Account		\$2,000,000.00
17.	Modifying building & site designs to make provision for a future project to blend natural gas in the fuel system to supply blended fuel to the generators	Dedicated Allowance Account		\$250,000.00

*Revised due to error

MIAMI-DADE WATER AND SEWER DEPARTMENT
MIAMI-DADE COUNTY

SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD, ELECTRICAL DISTRIBUTION SYSTEM
CONTRACT NO. S-808(A)

ESTIMATE: \$74,700,000

Bid Date: February 4, 2009

TABULATION OF BIDS
BIDDERS

Harry Pepper & Associates, Inc.
18902-A Northeast 5th Avenue
Miami, FL 33179

Item No.	Description	Quant.	Unit	Total
18.	Permitting, modifying & performing any structural, architectural mechanical or electrical work in the transforme rooms constructed in other contracts to allow proper installation of medium voltage transformers in the rooms & for coordinating & providing support products & services to FPL to provide service to the FPL switches	Dedicated Allowance Account		\$500,000.00
19.	Permitting, & performing all necessary work activities to remove, relocate or assume leases for the office trailers currently in service south of the Electrical Distribution Building No. 2 including all demolition, roadway & cleanup work including drainage, paving traffic & other coordination as directed by the Department	Dedicated Allowance Account		\$200,000.00
20.	Selling hardware & providing programming & supervisory labor provided under Bristol, Inc. proposal to the Contractor for works at the Electrical Distribution Building No. 2, other buildings constructed under this contract & other buildings on site & associated systems as reviewed & approved by the County	Dedicated Allowance Account		\$200,000.00
21.	Additional hardware, software programming changes, factor acceptance or start-up services requested of the Contractor by the County for Bristol, Inc. services in a proposal from th Contractor, reviewed & approved by the County	Dedicated Allowance Account		\$100,000.00
22.	Selling, delivery, installing & compacting up to 2000 cubic yards of structural or suitable fill at locations directed & authorized by the Department	Dedicated Allowance Account		\$250,000.00
23.	Selling, delivery, installing of No. 2 diesel fuel into the bulk fuel storage tanks for emergency operation as directed & authorized by the Department	Dedicated Allowance Account		\$500,000.00
24.	Unforeseen conditions minor construction changes & for additional work or materials not covered by other Propos Items, calculated as ten (10) percent of Bid Item 15	Contingency Account		\$6,102,247.78
25.	Reimbursement of the Contractor's cost of required Construction permits & fees, calculated as three (3) percent of the sum of Bid Item 15	Dedicated Allowance Account		\$1,830,874.33
TOTAL BID ITEMS 15 THROUGH 25				\$72,955,399.88 *

*Revised due to error

February 16, 2009

Ms. Alma Santiago, P.E.
Manager, Construction Contracts Section
MIAMI-DADE WATER AND SEWER DEPARTMENT
P.O. Box 330316
3071 SW 38th Avenue
Miami, Florida 333233-0316

Miami-Dade Water and Sewer Department
South District Wastewater Treatment Plant
High Level Disinfection Project
Electrical Distribution System Contract Bid Review

Dear Ms. Santiago:

Construction contract bids were opened for the South District WWTP High Level Disinfection Upgrade Electrical Distribution System (S-808A) on February 4, 2009. The apparent low bidder is Munilla Construction Management LLC, d/b/a MCM with a total bid of \$51,687,958.06. (Refer to attached bid results summary by MDWASD.) The Engineer's estimate for this contract was \$74,700,000.

The following are provided as justification for the difference in the bids as compared with the estimate and to support recommendation for award of this contract:

- o In general, the construction contract market, similar to the national economy, is experiencing a highly volatile condition that has resulted in extreme difficulty in providing accurate economic assessments, including cost estimating. The most recent trend indicates a more competitive market for bids due to the downturn in the economy.
- o The Electrical Distribution System construction contract includes an unusually high percentage of equipment and material costs. Approximately 70% of the contract cost is associated with equipment and material purchase. The project duration is 5 years and material costs were escalated over this period. Estimates were based on manufacturer's cost estimates which were higher than actual bid amounts.
- o A major cost component of this contract is the emergency generator equipment – about 30% of the contract cost. Formal cost quotations for these systems were not available from the suppliers. As a result, previous purchase price data from MDWASD procurement of similar equipment was utilized with future escalation (based upon 2008 trends) to estimate the cost of these systems. These estimates

HAZEN AND SAWYER

Alma Santiago, P.E.
February 16, 2009

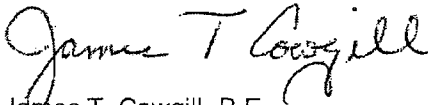
were conservative and were close to 30% higher than the generator bid item in MCM's Proposal form.

- o Three of the four bids (MCM, Skanska and P&K) were within less than 1% of each other. Bids this close provide confidence that these bids are representative of the market's current pricing and that this bidding process was extremely competitive.
- o The low bid is within the budget for this contract and the overall HLD project.
- o The Electrical Distribution System contract defines the critical path for completion of the HLD project. Other ongoing and upcoming construction contracts depend upon components and electrical power furnished under the Electrical Distribution System to ensure that those contracts can be completed in a timely manner. Also, the HLD project completion needs to be expedited to ensure compliance with the Florida Department of Environmental Protection (FDEP) Consent Order.

On these bases, and pending MDWASD confirmation that the bids provided are complete, responsive and in compliance with the document requirements, we recommend that MDWASD proceed expeditiously with the award of this construction contract.

Very truly yours,

HAZEN AND SAWYER, P.C.



James T. Cowgill, P.E.
Vice President

c: J. Chorlog, J. Ferguson, P. Vinci, S. Joykutty, File 40588-808/1.2



MIAMI DADE COUNTY

Firm History Report

From: 02/11/2004 To: 02/11/2009

FIRM NAME: MUNILLA CONSTRUCTION MANAGEMENT, LLC
6201 SW 70th St, 2nd Floor
Miami, FL 33143

PRIMES

PROJECT #	CONTRACT	DEPT	MEASURES	AWARD DATE	AWARD AMOUNT
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DB07-GSA-02 (BUILD)	1	GS	GOAL CSBE 20%	09/16/2008	\$12,588,027.00
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DESIGN+BUILD SERVICES FOR THE NEW GENERAL SERVICES ADMINISTRATION
(GSA) TRADE SHOP FACILITY (SIC 15)

\$12,588,027.00

Total Award Amount	\$12,588,027.00
Total Change Orders Approved by BCC	\$0.00
	<u>\$12,588,027.00</u>

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Capital Improvements Information System Contractor Evaluations Report

MT <u>663011</u> CON <u>Munilla Construction Management, LLC dba MCM</u>	6/12/2008	Neville Hoo	Project conclusion or closeout	<u>3.0</u>
MT <u>663012</u> CON <u>Munilla Construction Management, LLC dba MCM</u>	6/12/2008	Neville Hoo	Project conclusion or closeout	<u>3.0</u>

2 Munilla Construction Management, LLC dba MCM Evaluations Average: 3.0

PRESCRIBED BID BOND

STATE OF FLORIDA)
)ss.:
COUNTY OF DADE)

KNOW ALL MEN BY THESE PRESENTS: That we, Munilla Construction Management, LLC
d/b/a MCM (hereinafter called the "Principal") and
Zurich American Insurance Company
(hereinafter called the "Surety") are held and firmly bound unto Miami Dade Water and Sewer
Department of Miami-Dade County, Florida, (hereinafter called the "County"), in the penal sum of
Five Percent of Bid Amount Dollars and _____ Cents (\$5% of Bid Amount)
lawful money of the United States, which sum represents five percent of the Total Bid Price, and for
the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
attached bid, dated January 21, 2009, for

**SOUTH DISTRICT WASTEWATER TREATMENT PLANT
HLD UPGRADE TO 285 MGD ELECTRICAL DISTRIBUTION SYSTEM**

CONTRACT NO. S-808

NOW, THEREFORE, if the Principal shall not withdraw said Bid within one hundred twenty (120)
days after date of opening of the bid, and shall within five (5) calendar days after the prescribed
forms are presented to him for signature, enter into a written Contract with Miami-Dade County,
Florida, in accordance with the Bid as accepted, and give a Performance and Payment Bond with
good and sufficient surety or sureties and provide the necessary Insurance Certificates, as may be
required, for the faithful performance and proper fulfillment of such Contract and for the prompt
payment of all persons furnishing labor and materials in connection therewith, then the above
obligation shall be void and of no effect; otherwise, to remain in full force and virtue, it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall in no
event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that its obligations hereunder shall in no way be
impaired or affected by any extension of time within which said Miami-Dade County may accept such
bid, and said Surety does hereby waive notice of any such extension.

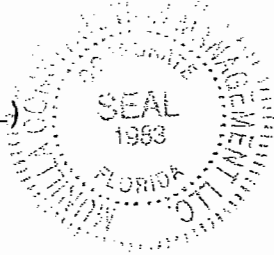
IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by
their appropriate officials as of the 21st day of January, 2009.

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PRESCRIBED BID BOND

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)



ATTEST

Alexis Leal

(Secretary)

Alexis Leal

(Print or type name)

Munilla Construction

Management, LLC d/b/a MCM

(Name of Corporation)

By:

Jorge Munilla

(Signature of Officer)

Jorge Munilla

(Print or type name)

President/Manager

(Official Title)

6201 SW 76 St. 2nd Floor

Munilla LLC 33143

(Address)

WHEN THE CONTRACTOR IS A JOINT VENTURE:

N/A

(Signature of Joint Venturer)

(Print or type name)

(Title)

(Name of Joint Venture)

(Signature of Joint Venturer)

(Print or type name)

(Title)

(Address)

NOTE: Complete Joint Venture in accordance with Section 11 of the Instruction to Bidders.

PRESCRIBED BID BOND

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

N/A

(Witness signature)

By: _____
(Signature of individual)

(Print or type name)

By: _____
(Print or type name)

(Witness signature)

(Print or type name)

(Address)

ACKNOWLEDGMENT:

STATE OF _____)
)ss.:
 COUNTY OF _____)

Before me personally appeared _____ to me
 well known and known to me to be the person described in and who executed the foregoing instrument, and
 acknowledged to and before me that _____
 executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20____.

 Notary Public
 State of _____ at large
 My Commission expires _____

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PRESCRIBED BID BOND

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

N/A

_____ (Name of Firm if applicable)

By: _____ (Signature of Individual)

_____ (Witness Signature)

By: _____ (Print or type name)

_____ (Print or type name)

_____ (Witness Signature)

_____ (Print or type name)

_____ (Address)

ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____) ss.:

Before me personally appeared _____ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20_____.

Notary Public
State of _____ at large
My Commission expires _____.

PRESCRIBED BID BOND

SURETY:
(CORPORATE SEAL)

Zurich American Insurance Company

(Printed name of Surety)

3910 Keswick Road, Chesapeake Bldg., 4th Floor

Baltimore, MD 21211

(Address of Surety)

By: Sonia M. Paneque
(Signature of Attorney-in-Fact)*

Sonia M. Paneque
(Printed name of Attorney-in-Fact)

550 Biltmore Way, PH2B

Coral Gables, FL 33134

Address

305-423-2202

Telephone

By: Sonia M. Paneque
Signature of Resident Florida Agent)

Sonia M. Paneque

(Printed name of Agent)

Same as Attorney-in-Fact

Address

Telephone

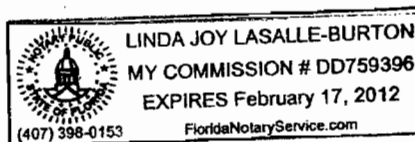
* Power of Attorney must be attached.

ACKNOWLEDGEMENT OF SURETY

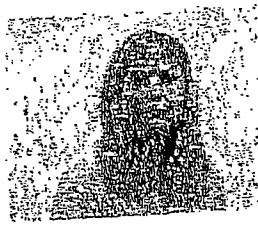
STATE OF FLORIDA,
COUNTY OF MIAMI-DADE,)

ON THE 21st DAY OF JANUARY, 2009, BEFORE ME PERSONALLY CAME SONIA M. PANEQUE TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT MIAMI-DADE, FL THAT (S)HE IS THE ATTORNEY-IN-FACT OF ZURICH AMERICAN INSURANCE COMPANY THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

Linda LaSalle Burton
Notary Public



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RESIDENT
LICENSE

ALEX SINK
Chief Financial Officer
State of Florida

SONIA MARIE PANEQUE

License Number: A199654

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Prop & Cash) 08/14/1985

This license must have an active appointment with the holder of a license of agent or adjuster if
are being transacted

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ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint Sonia M. PANEQUE, Jose L. RODRIGUEZ and Olga L. IGLESIAS, all of CORAL GABLES, Florida, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, any and all bonds and undertakings, recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 13th day of November, A.D. 2007.



ZURICH AMERICAN INSURANCE COMPANY

Eric D. Barnes

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

SS:

Eric D. Barnes

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 13th day of November, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the 21st day of January 2009

Gregory E. Murray

Gregory E. Murray

Secretary

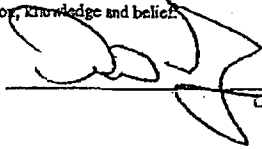


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ZURICH AMERICAN INSURANCE COMPANY
 COMPARATIVE BALANCE SHEET
 ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
 As of December 31, 2007

	12/31/2007	12/31/2006
<u>Assets</u>		
Bonds	\$19,087,378,076	\$18,073,352,872
Preferred Stock	133,381,994	-
Common Stock	2,809,606,857	2,849,618,678
Real Estate	28,007,629	30,557,423
Other Invested Assets	540,121,817	299,554,188
Short-term Investments	163,510,422	304,091,911
Cash	1,391,371,897	2,530,185,882
Employee Trust for Deferred Compensation Plan	90,692,030	80,328,263
Total Cash and Invested Assets	24,244,070,722	24,167,689,217
Premiums Receivable	5,073,765,258	4,480,227,698
Funds Held with Reinsurers	17,702,845	17,616,017
Reinsurance Recoverable	680,285,692	1,213,858,365
Accrued Investment Income	159,844,556	155,518,130
Federal Income Tax Recoverable	603,657,275	546,748,319
Due from Affiliates	181,822,075	174,161,797
Other Assets	846,868,830	757,598,582
Total Assets	31,808,017,253	31,513,418,125
<u>Liabilities and Policyholders' Surplus</u>		
<u>Liabilities:</u>		
Loss and LAE Reserves	14,426,948,909	14,149,869,727
Loss Portfolio Transfer	-	(9,811,239)
Unearned Premium Reserve	5,032,276,309	4,622,977,469
Funds Held with Reinsurers	252,617,358	250,851,383
Loss in Course of Payment	643,699,182	394,524,981
Commission Reserve	154,237,258	119,963,062
Federal Income Tax Payable	24,209,808	35,410,569
Remittances and Items Unallocated	212,916,937	243,556,654
Payable to parent, subs and affiliates	229,548,310	329,287,394
Provision for Reinsurance	112,368,418	119,083,992
Ceded Reinsurance Premiums Payable	522,715,017	957,965,095
Securities Lending Collateral Liability	1,229,669,401	2,096,100,376
Other Liabilities	2,222,098,055	2,166,842,890
Total Liabilities	25,063,304,962	25,476,622,353
<u>Policyholders' Surplus:</u>		
Common Capital Stock	5,000,000	5,000,000
Paid-in and Contributed Surplus	4,394,131,141	4,394,131,141
Surplus Notes	1,883,000,000	2,014,300,000
Special Surplus Retroactive Reinsurance	55,614,000	80,956,000
Cumulative Unrealized Gain	128,441,100	575,279,074
Dividends Undeclared	268,045	450,941
Loss Portfolio Transfer Account	-	9,811,239
Unassigned Surplus	278,258,005	(1,043,132,623)
Total Policyholders' Surplus	6,744,712,291	6,036,795,772
Total Liabilities and Policyholders' Surplus	31,808,017,253	31,513,418,125

I, DAVID A. BOWERS, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2007, according to the best of my information, knowledge and belief.

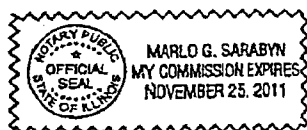


 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 14th day of March, 2008.





 Notary public

CONTRACT

THIS CONTRACT, made and entered into on the _____ day
of _____, 20_____, by and between Miami-Dade County, Florida,
acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes
called the "County"), and **Munilla Construction Management, LLC d/b/a/ MCM**, party
of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter
set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work
in the manner and form provided by the Contract Documents covering the Project of the
County known and identified as

**"South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD,
Electrical Distribution System,
Contract No. S-808 (A)"**

for the aggregate amount reflected by the Proposal, said aggregate amount being of **Sixty Two
Million Four Hundred Seven Thousand Three Hundred Ninety Two Dollars and Sixty One
Cents (U.S. Dollars) \$62,407,392.61.**

2. That the Contractor shall begin the work to be performed under this Contract on a day to
be specified in a written order issued by the Engineer, and shall fully complete all work
hereunder within the time or times stated in the Proposal.

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in
lawful money of the United States, and subject to additions and deductions as provided in the
Contract Documents, the total amount of his proposal as set forth above at the times and in a
manner stated in the General Covenants and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety
Performance and Payment Bond, the County shall deem the surety upon such bonds to be
unsatisfactory, or if for any reason such bond shall become inadequate to cover the
performance of the work, the Contractor shall at his own expense, within five (5) days after the
receipt of notice from the County to do so, furnish an additional bond or bonds in such form and
amount and with such surety or sureties as shall be satisfactory to the County. In such event,
no further payment to the Contractor shall be deemed to be due under this Contract until such
new or additional security shall have been furnished in a manner and form satisfactory to the
County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement
for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed

CONTRACT

Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Covenants and Conditions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Community Small Business Enterprise Program (CSBE) Participation Provisions and Forms (if applicable), and the provisions for the following: Affirmative Action Plan (Ordinance 98-30) and Disclosure Form; Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Disability Nondiscrimination (Resolution R - 3 8 5 -95 as amended by Resolution R-182-00); Domestic Violence Leave (Ordinance 99 - 5 as amended by Resolution R-185-00); Due Fees or Taxes Paid (Ordinance 95-178 as amended by Ordinance 00-30); Metro-Dade Employment Drug-Free Workplace (Ordinance 92-15 as amended by Ordinance 00-30); Metro-Dade Employment Family Leave Plan (Ordinance 91-142 as amended by Resolution R-183-00); Fair Wage (Ordinance 90-143 as amended by Ordinance 95-183); Mandatory Clearinghouse for Posting Notice of Job Opportunities (Resolution R-937-98 as amended by R-1145-99); Obligation (Ordinance 99-162); Office of Miami-Dade County Inspector General (IG) (Ordinance 97-215 as amended by Ordinance 99-151); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133).

The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.

6. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or his designee, pursuant to Section 2-8.2.11 of the Code of Miami-Dade County, may negotiate and settle contractor claims, waive liquidated damages, extend contract time, and issue change orders for additional work. Any change orders or amendments shall not exceed \$500,000 in cumulative dollar amount and shall not exceed 15 percent of the contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to environmental remediation or health requirements and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this contract and grant compensable and non-compensable time extensions thereunder.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in six (6) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(PARTY OF THE FIRST PART)

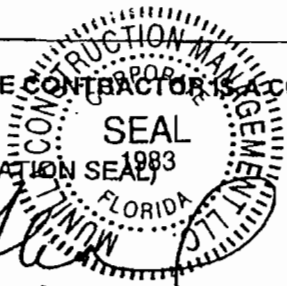
Approved for Sufficiency
of Execution Only

Assistant County Attorney
Miami-Dade Water and Sewer Department

WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST



(Secretary)
Alexis Leal
(Print or type name)

Munilla Construction Management, LLC d/b/a/ MCM
(Name of Corporation)

By: _____
(Signature of Officer)
Jorge Munilla
(Print or type name)

President
(Official Title)

6201 S.W. 70th Street, 2nd Floor

Miami, FL 33143
(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 and Surety Performance and Payment Bond to do so in its behalf.

CERTIFIED RESOLUTION

I, Alexis Leal, the duly elected Secretary of
(Name)

Munilla Construction Management, LLC d/b/a/ MCM, a Corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that Jorge Munilla, the duly
(Name)
elected President of Munilla Construction Management, LLC d/b/a/ MCM
(Title of Officer)

be and is hereby authorized to execute and submit a Contract, Surety Performance and Payment Bond to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

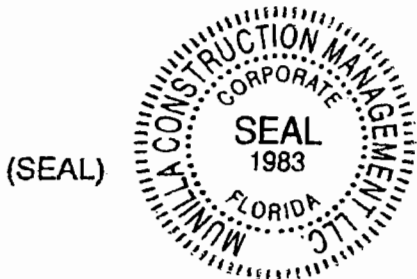
**South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD,
Electrical Distribution System,
Contract No. S-808 (A)**

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract, Surety Performance and Payment Bonds and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 13 day
of February, 20 09.
(Month) (Year)

By: [Signature]
(Secretary)
Alexis Leal
(Print or type name)



Munilla Construction Management, LLC
d/b/a/ MCM
(Corporate Title)

SUBCONTRACTOR/SUPPLIER LISTING
(ORDINANCE 97-104 as amended)

[Date County Code Secs. 2-8.1 (f) and 10-34]

Contract No. S-808 (A)

Contract Name: South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Electrical Distribution System

Federal Employer Identification Number: 59-2373403 Date: 2-19-09

This form should be completed by all bidders, and respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change, or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed, or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Sub-Consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-Consultant	Principal Owner Gender	Principal Owner Race
HJ Foundation Company	Keller Foundations	Auger Cast Pile	N/A	N/A
Dilema Corporation	Jose M. Gutierrez	Structural Steel and Misc Metals	M	H
Decktight Roofing Services, Inc.	Richard Spreen	Roofing	M	W
Florida Handling Systems, Inc	Todd Wall	Bridge Crane	M	W
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner Gender	Principal Owner Race
Highland Tank & Manufacturing Co., Inc.	John W. Jacob	Aboveground Fuel Tanks	M	W
Bristol Babcock	Emerson Process Management	Control & Information System	N/A	N/A
Engine Systems, Inc.	Kirby Corp.	Generator System	N/A	N/A

I certify that the representations contained in this Subcontractor/Supplier Listing are, to the best of my knowledge, true and accurate.

Prime Contractor/Respondent Signature: Jorge Munilla Print Name: Jorge Munilla President
 Date: 2-19-09

SUBCONTRACTOR/SUPPLIER LISTING

(ORDINANCE 97-104 as amended)

[Dade County Code Secs. 2-8.1 (f) and 10-34]

Contract No. S-808(A)

Date: 2-19-09

Contract Name: South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Electrical Distribution System

Federal Employer Identification Number: 59-2373403

This form should be completed by all bidders, and respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change, or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed, or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Sub-Consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-Consultant	Principal Owner Gender	Principal Owner Race
Jorda Enterprises, Inc. d/b/a Jorda Mechanical Contractor	Jorge Guisasola	Mechanical	M	H
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner Gender	Principal Owner Race

I certify that the representations contained in this Subcontractor/Supplier Listing are, to the best of my knowledge, true and accurate.
 Signature: [Signature] Print Name: Jorge Munilla Print Title: President Date: 2-19-09

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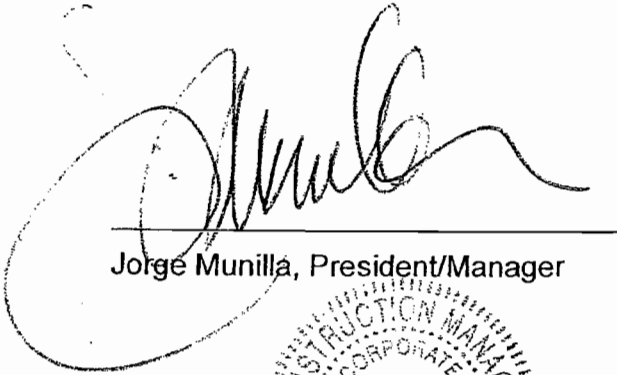
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ENGINEERING & GENERAL
CONTRACTORS

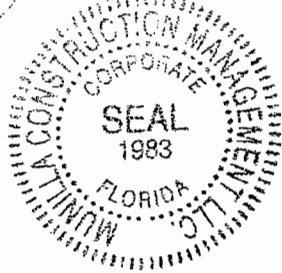
Commitment Letter

The Bidder, Munilla Construction Management, LLC d/b/a MCM, hereby commits to meeting the 8.15% of the subcontractor goal of the CSBE requirement for this project.



Jorge Munilla, President/Manager

(SEAL)



1 of 1

BIDDER'S AFFIDAVIT

Project No.: S-808 (A) Date: 1-21-09
Project Title: South District Wastewater Treatment Plant, HLD Upgrade
to 285 MGD, Electrical Distribution System

STATE OF FLORIDA)
)SS.:
COUNTY OF DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared:

Jorge Munilla

who, after being first duly sworn, upon oath deposes and says that he is an authorized representative of:
Munilla Construction Management, LLC d/b/a MCM (hereinafter
(Legal name, Corporation, Partnership, Firm, Individual)
called bidder) located at

6201 SW 70th Street, 2nd Floor, Miami, FL 33143 and,
that said bidder or his agents, officers, principals, stockholders, subcontractors or their affiliates are not
debarred by Miami-Dade County.

Munilla Construction
Management, LLC d/b/a MCM
(Legal name of Bidder)

ATTEST:

[Signature]
[Signature]

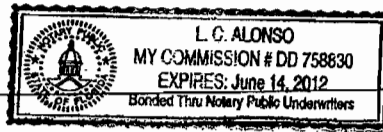
[Signature]
(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME this 21 day of JANUARY 2009

(Seal)

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:



ATTACH TO PROPOSAL

LOCAL PREFERENCE AFFIDAVIT

CONTRACT NAME AND NUMBER: Contract No. S-808 (A)
South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD, Electrical Distribution System

NAME OF FIRM: Munilla Construction Management, LLC d/b/a MCM

I, Jorge Munilla holding the position of President/Manager with the above named firm,
(Print or type name)

And being first duly sworn state:

That in compliance with Section 2-8.5 of the Code of Miami-Dade County, Florida, the above named firm is qualified for LOCAL PREFERENCE based on the following:

1- Location of qualifying address: 6201 SW 70th Street, 2nd Floor, Miami, FL 33143
(Circle one below.)

a. Headquarters; or

b. Physical business address from which the vendor operates, or performs business;

Which either address is located within the Miami-Dade County, Florida.

2- Compliance with all the additional required items in the aforementioned Ordinance.

By: [Signature] date: 1-21-09
(Signature)

Telephone No.: (305) 541-0000

CORPORATION, JOINT VENTURE, PARTNERSHIP OR INDIVIDUAL:

SELECT ONE:

Corporation Joint Venture Partnership Individual

DO NOT WRITE BELOW THIS LINE. TO BE COMPLETED BY THE NOTARY PUBLIC.

NOTARY PUBLIC INFORMATION

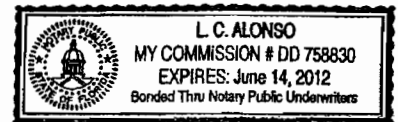
State of Florida)
County of Miami-Dade) SS

He/She is: personally known to me, or
 has produced _____ as identification.
(Type of ID)

The foregoing instrument was acknowledged before me this 21 day of JANUARY, 2009

Notary Signature: [Signature]
Type or Print Name: L. C. Alonso

Notary Seal:



Serial Number: DD 758830

Expiration Date: 6-14-2012



Miami-Dade County
 Department of Procurement Management
 Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: S-808 (A) Federal Employer Identification Number (FEIN): 59-2373403
South District Wastewater Treatment Plant, HLD Upgrade
 Contract Title: to 285 MGD, Electrical Distribution System

Affidavits and Legislation/ Governing Body

1. <i>Miami-Dade County Ownership Disclosure</i> Sec. 2-8.1 of the County Code	6. <i>Miami-Dade County Vendor Obligation to County</i> Section 2-8.1 of the County Code
2. <i>Miami-Dade County Employment Disclosure</i> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. <i>Miami-Dade County Code of Business Ethics</i> Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i> Section 2-8.1.2(b) of the County Code	8. <i>Miami-Dade County Family Leave</i> Article V of Chapter 11 of the County Code
4. <i>Miami-Dade County Disability Non-Discrimination</i> Article 1, Section 2-8.1.6 Resolution R182-00 amending R-385-95	9. <i>Miami-Dade County Living Wage</i> Section 2-8.9 of the County Code
5. <i>Miami-Dade County Debarment Disclosure</i> Section 10.38 of the County Code	10. <i>Miami-Dade County Domestic Leave and Reporting</i> Article 8, Section 11A-60 11A-67 of the County Code

Jorge Munilla President/Manager
 Printed Name of Affiant Printed Title of Affiant
Munilla Construction Management, LLC d/b/a MCM Signature of Affiant
 Name of Firm Date
6201 SW 70th Street, 2nd Floor, Miami Florida 33143
 Address of Firm State Zip Code

Notary Public Information

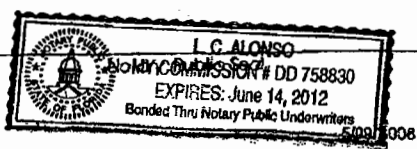
Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 21 day of January 20 09

by Jorge Munilla He or she is personally known to me or has produced identification

Type of Identification produced _____
L.C. Alonso DD 758830
 Signature of Notary Public Social Number

L.C. Alonso 12-14-2012
 Print or Stamp of Notary Public Expiration Date



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AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

Project No. S-808 (A)
 Project Name: South District Wastewater Treatment Plant, HLD Upgrade to 285 MGD
 Electrical Distribution System
 State of Florida)
) SS
 County of Miami-Dade)

Before me, the undersigned authority, authorized to administer oaths and take, acknowledgments, personally appeared Jorge Munilla who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of:

Munilla Construction Management, LLC d/b/a MCM
 (legal name, corporation, partnership, firm, individual)
 hereinafter called the bidder or proposer located at:
6201 SW 70th Street, 2nd Floor Miami, FL 33143
 (address, city, state)

and that said bidder or proposer has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 87-32 and/or 98-30, processed and approved for filing with the Miami Dade County Department of Business Development (DBD) under the file No. 0095-0340 and the expiration date of 01/31/2010.

Witness: [Signature]
 (Signature)

(Signature) [Signature]

Witness: [Signature]
 (Signature)

By: Jorge Munilla, President
 (Legal Name and Title)

The foregoing instrument was acknowledged before me this 21 day of JANUARY, 2010

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

by: N/A

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by: Jorge Munilla having the title of President/Manager
with Munilla Construction Management, LLC d/b/a MCM

() a Florida corporation () partnership () joint venture.

on behalf of the () corporation () partnership () joint venture

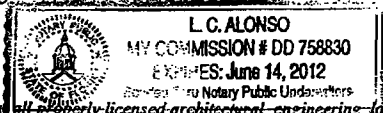
He/She is () personally known to me, or

() has produced _____ as identification.

Notary signature: L.C. Alonso

Type or print name: L.C. Alonso

Notary Seal:



Please note:

Ordinance 87-32 requires that all properly licensed architectural, engineering, landscape architectural, and surveyors and mappers have an affirmative action plan on file with the County

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County.

Firms that have Board of Directors that are representative of population the make-up of the nation are exempt.

For questions regarding these requirements contact the Department of Business Development at 305-523-2100

**FIRM'S RESPONSIBILITY AFFIDAVIT
"Combined Affidavit"**

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The undersigned, being first duly sworn, states as follows:

GENERAL

1. I am a duly authorized representative of the Firm submitting a bid, proposal or other document to Miami-Dade County with the intention of being awarded a contract (referred to in this affidavit as the "Respondent").
2. This Affidavit is made of my personal knowledge. I understand that Miami-Dade County will rely on the representations made in this affidavit in determining my eligibility and responsibility to enter into a contract with Miami-Dade County. By executing this affidavit, the Respondent agrees to provide to Miami-Dade County such documentation or other proof as Miami-Dade County may require verifying the accuracy and completeness of any of the representations.
3. The Respondent is duly authorized to submit this bid or proposal, and if awarded the contract, to enter into the contract and perform the services or supply the goods contemplated in the contract.

OWNERSHIP DISCLOSURE

4. That in compliance with Section 2-8.1(d)(1) of the Miami Dade County Code, if the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). The full legal names and business address shall be provided for any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami-Dade County. (Post Office addresses are not acceptable). This information shall be supplied on the attached Ownership Disclosure form and signed by the Respondent.

**FIRM'S RESPONSIBILITY AFFIDAVIT
"Combined Affidavit"**

EMPLOYMENT DISCLOSURE

5. The following information and attachments are provided and are in compliance with all items in County Ordinance No. 90-133, amending Section 2.8-1; Subsection (d)(2):

a. Does your firm have a collective bargaining agreement with its employees?
 Yes No

b. Does your firm provide paid health care benefits for its employees?
 Yes No

c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>30</u>	Males:	<u>27</u>	Females:	<u>3</u>
Asian:	<u>1</u>	Males:	<u>1</u>	Females:	<u>1</u>
Black:	<u>16</u>	Males:	<u>16</u>	Females:	<u> </u>
American Indian:	<u>1</u>	Males:	<u>1</u>	Females:	<u> </u>
Hispanics:	<u>171</u>	Males:	<u>139</u>	Females:	<u>32</u>
Aleut (Eskimo):	<u>0</u>	Males:	<u> </u>	Females:	<u> </u>
Other:	<u>2</u>	Males:	<u>2</u>	Females:	<u> </u>

EMPLOYMENT DRUG FREE WORKPLACE

6. The Respondent provides a drug-free workplace in full compliance with Section 2-8.1.2 of the Code of Miami-Dade County.

EMPLOYMENT FAMILY LEAVE

7. That in compliance with Ordinance No. 91-142 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

FIRM'S RESPONSIBILITY AFFIDAVIT
"Combined Affidavit"

DOMESTIC LEAVE

8. That in compliance with Ordinance No. 9-5 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least three hundred and eight (308) hours in the previous ninety (90) days shall be entitled to thirty (30) work days of unpaid domestic leave during any twelve (12) month period, for medical or dental reasons, for legal assistance, to attend court appearances, counseling or any reasons necessary to provide for the safety or well being of the employee subjected to domestic or repeat violence, without risk of termination of employment or employer retaliation.

ARREARS WITH THE COUNTY

9. That in compliance with Ordinance No. 95-178 and Section 2-8.1(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal course by the Miami-Dade Clerk of the Circuit and County Courts, have been paid.

That in compliance with Ordinance No. 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document 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 individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

CODE OF BUSINESS ETHICS

10. I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County void able, and subject this firm to debarment from County work pursuant to Section 10-38 (h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

FIRM'S RESPONSIBILITY AFFIDAVIT
"Combined Affidavit"

NO CRIMINAL RECORD

11. The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years as defined in Section 2-8.6 of the Code of Miami-Dade County.

PUBLIC ENTITY CRIME

12. The respondent has not been convicted of a Public Entity crime as defined in Paragraph 287.133(1)(g) of the Florida Statutes. Violation of any State or Federal law with respect to the transaction of business with any public entity or with an agency or political subdivision of any State.

DEBARMENT AND SUSPENSION DISCLOSURE

13. The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County as regulated by Section 10-38 of the Miami Dade County Code.

NON -DISCRIMINATION BASED ON DISABILITY

14. The Respondent is in compliance with and agrees to continue to comply with and assure any subcontractor, or third party contractor under this project complies with all applicable laws forbidding discrimination based on disability including, but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications. Access to facility, renovations and new construction as set forth in the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973, the Federal Transit Act and the Fair Housing Act.

FAIR SUBCONTRACTING

15. Consistent with Section 2-8.8 of the Code of Miami-Dade County, the Respondent has adopted subcontracting policies and procedures which (a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; (b) invites local subcontractors to submit bids in a practical, expedient way; (c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; (d) allows local subcontractors to meet with appropriate personnel of the Respondent to discuss the Respondent's requirements; and (e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Respondent's stated objectives.

FIRM'S RESPONSIBILITY AFFIDAVIT
"Combined Affidavit"

RESPONSIBLE WAGE AND BENEFITS (IF APPLICABLE)

16. If applicable, the Respondent is in full compliance with Section 2-11.16 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the project minimum wage rates set forth in that Section and the labor provisions of the contract documents.

CLEARINGHOUSE AFFIDAVIT

17. That in compliance with Miami-Dade County Resolution Number R-1395-05, the Respondent agrees to comply with all requirements of the Clearinghouse Resolution and Job Request form for posting job opportunities. Making it a mandatory requirement for Respondents to post notice of job opportunities resulting from the construction of improvements on County property through the County's Clearinghouse process.

I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature: _____

Position/Title: _____

Name of Firm: _____

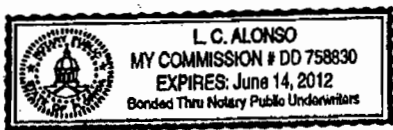
President

MCM



The foregoing was sworn and subscribed before me this 13 day of February, 2009 by Jorge Munilla, who is personally known to me or who has produced _____ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:



L. C. Alonso
NOTARY PUBLIC
STATE OF FLORIDA

COMBINED AFFIDAVIT

Appendix A

CHECKLIST OF REQUIREMENTS TO CONTRACT

The provisions in this appendix are established as a checklist to identify requirements for each Respondent to adhere in order to comply with all provisions applicable to this Contract. The applicable "check box" is electronically checked by the Department issuing this information.

In addition this listing identifies, for reference, items contained within the Combined Affidavit to be executed by the Respondent at the time of the submittal. Each page of the Combined Affidavit shall be initialed by the party(s) executing the document.

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Ownership Disclosure		Section 2-8.1			All contracts shall require the person contracting or transacting to provide ownership information.	Attached
<input checked="" type="checkbox"/>	Contractor's Debarment Affidavit		Section 10-38			Requires a signed affidavit stating the contractor is not currently debarred or in process of debarment	YES
<input checked="" type="checkbox"/>	Contractor Debarment		Section 10-38			If debarred, Contractor is not eligible to bid. Failure to comply with any requirements may result in debarment	
<input checked="" type="checkbox"/>	Cone of Silence		Section 2-11.1			Prohibits communication with County staff between Advertisement and Award Recommendation	
<input checked="" type="checkbox"/>	Code of Business Ethics		Section 2-8.1			Requires compliance with all applicable rules and regulations	YES
<input checked="" type="checkbox"/>	Public Entity Crime Affidavit				F.S. 287.13 3	Contractor has not been convicted of a felony during the past ten years	YES
<input checked="" type="checkbox"/>	Criminal Record		Section 2-8.6			Disclosure of criminal conviction(s) in the past ten (10) years	YES
<input checked="" type="checkbox"/>	County's Clearinghouse	Resolution R-1395-05				Contractor to post job opportunities with the County's Department of Business Development	



COMBINED AFFIDAVIT

Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Clearinghouse Affidavit	Resolution R- 1145-99				Signed affidavit stating compliance with Clearinghouse Resolution and Job Request Form	YES
<input checked="" type="checkbox"/>	Disability Non-discrimination Affidavit	Resolution R-182-00				Signed affidavit stating non-discrimination against Americans with Disabilities	YES
<input checked="" type="checkbox"/>	Drug Free Workplace Affidavit		Section 2-8.1.2			Signed affidavit stating that the contractor maintains a Drug Free Workplace	YES
<input checked="" type="checkbox"/>	Drug Free Workplace		Section 2-8.1.2			Codification of the Drug Free Workplace, contractor requirements to notify each employee and subcontractor	
<input checked="" type="checkbox"/>	Disclosure Affidavit		Section 2.8-1			Signed affidavit disclosing any Collective Bargaining agreement, Health Care benefits, Workforce Ethnicity and Gender Breakdown	YES
<input checked="" type="checkbox"/>	Delinquent and Currently Fees Due		Section 2-8.1	3-29		Contractor to resolve all outstanding financial issues with the County (i.e., fines, tickets, taxes, loans, etc.)	YES
<input checked="" type="checkbox"/>	Family Leave	Ordinance 92-15				Leave policy for birth, adoption and other family related, without prejudice	YES
<input checked="" type="checkbox"/>	Domestic Leave	Ordinance 99-5				The firm is in compliance with MDC Code 11A-60	YES
<input checked="" type="checkbox"/>	False Claims Ordinance		Sections 21-255 through 21-266			False claims by contractor resulting in bid rejection, cancellation of contract and possible debarment	
<input checked="" type="checkbox"/>	Prompt Payment		Sections 2-8.1.4, 10-2.02 & 10-33.02		HB 509 Engrossed 1 2005	Sets parameters for payments of Contractors, Sub-contractors, Subs of Sub-contractors and Suppliers	
<input checked="" type="checkbox"/>	First-Tier Subcontracts Disclosure		Sections 2-8.1 and 10-34			Contractor supplying list of all First-Tier sub contractors at the time of Award, unless specific goals at time of Response	

COMBINED AFFIDAVIT

Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Fair Subcontracting Practices		Section 2-8.8			Non-discrimination in the subcontracting process with sub contractors and suppliers	YES
<input checked="" type="checkbox"/>	Local Preference		Section 2-8.5			Provision for local business utilization in Miami-Dade County contracts	
<input checked="" type="checkbox"/>	License Requirements		Section 10-3		Chapter 489	Contractor possessing proper license(s) at the time of Response and throughout the contract	
<input checked="" type="checkbox"/>	Quarterly Reports	Resolution R-113-94				Contractor to file financial reports quarterly	
<input checked="" type="checkbox"/>	Employment and Procurement Practices		Section 2-8.1.5			Affirmative Action Plan and Procurement policy when total contracting exceeds \$5 million/ year	
<input checked="" type="checkbox"/>	Works in Public Right of Way		Section 2-103.1			Contractor to restore to the preexisting condition the right of way or shall be subject to a \$500 per day civil fine.	
<input checked="" type="checkbox"/>	Inspector General (IG)		Section 2-1076			Applies to all County Contracts at a rate of ¼ of 1% of the Contract value, unless specifically prohibited by local, state or federal law.	
<input checked="" type="checkbox"/>	Independent Private Sector IG		Section 2-1076			Hired by the Audit and Management services to perform review of selected contracts.	
<input checked="" type="checkbox"/>	Performance and Payment Bond	Resolution R-345-03			F.S. 255.05	Establishes the requirements of the Performance and Payment Bond for construction contracts with the County.	
<input checked="" type="checkbox"/>	Bid Bond		Section 18-14			Contractor to submit a bid bond whenever a Performance and Payment bond is required.	

COMBINED AFFIDAVIT

Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input checked="" type="checkbox"/>	Public Record Exemption				F.S. 119.071	Contractor to maintain a record of the distribution of all Documents, including Plans and return, in full, all Documents upon Contract completion	
<input checked="" type="checkbox"/>	Evaluation of Contractor / Consultant			3-42		Requirements to formally evaluate each Contractor / Consultant and resultant review for future work or suspension	
<input checked="" type="checkbox"/>	Collection of Liquidated Damages (LD's)	R-173-8				Requirement to collect LD's unless waived by Mayor with prior consent from BCC	
<input type="checkbox"/>	Lobbyist Registration for Oral Presentation	Ordinance 03-107	Section 2-11.1			Standard form to be executed by the respondent to register as a company representative	
<input type="checkbox"/>	Community Workforce Program		Section 2-1701	3-37		Imposes workforce hiring requirements on construction contracts	
<input checked="" type="checkbox"/>	Community Small Business Enterprise (CSBE)		Section 10-33.02			When applicable, percentage of CSBE utilization or 100% set-aside	
<input checked="" type="checkbox"/>	Responsible Wage and Benefits		Section 2-11.16			Establishes wages and benefits per trade, per construction category. Produced quarterly	YES
<input type="checkbox"/>	Davis-Bacon Act				F.A.R. 52.222	Applies to federally funded contracts, wages & benefits	
<input type="checkbox"/>	Buy American Act				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Working hours and Safety/ Overtime Compensation				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Payroll and Records				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Apprentices and Trainees				F.A.R. 52.222	Applies to federally funded contracts	

COMBINED AFFIDAVIT

Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
<input type="checkbox"/>	Copeland Act				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Subcontract Labor Standards				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Termination / Debarment				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Labor Standards Disputes				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Certification of Eligibility				F.A.R. 52.222	Applies to federally funded contracts	
<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)				F.A.R. T.A.R.	Applies to federally funded contracts	

COMBINED AFFIDAVIT
Appendix B

OWNERSHIP DISCLOSURE FORM

Name of Firm: MCM
 Federal Employer's ID No. 59-2373403
 Address of Principal Office: 6201 SW 70 Street, 2nd Floor
Miami, FL 33143
 Managing Miami-Dade County Department: Water & Sewer
 Project/Contract/Bid Number: S-808 (A)

Position ¹	Name (Last, First Middle Initial)	Address	City, State	Zip	Percentage Ownership
P	Munilla, Jorge	6201 SW 70 Street, 2nd Flr	Miami, FL	33143	25.33%
VP	Munilla, Juan	SAME AS ABOVE			25.33%
Sec/Trea	Munilla, Raul	SAME AS ABOVE			25.33%
VP	Munilla, Pedro	SAME AS ABOVE			20%

Signature of Authorized Representative  Date 02-12-09
 Print/Type Representative's Name Jorge Munilla Phone Number: 305.541.0000
 Representative's Position/Title President Facsimile Number: 305.541.9771

¹ Position: P=President, VP=Vice President, TREAS=Treasurer, SECY=Corporate Secretary, D=Director, SH=Sshareholder



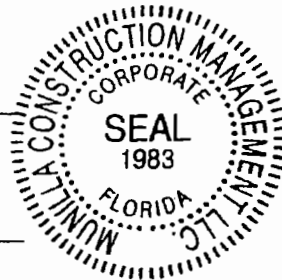
Delivering Excellence Every Day

JOB CLEARINGHOUSE AFFIDAVIT
No Notice(s) of Construction Job Opportunities

PROJECT/CONTRACT NUMBER: S-808 (A)

Pursuant to Miami-Dade County Resolution No. R-1395-05,
MCM _____ [firm name] has no open position(s)
to post with the Job Clearinghouse at this time.

Signature

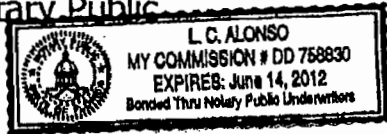


Witness

Sworn to and subscribed before me this
24 day of February, 2009

By: Jorge Munilla

Signature of Notary Public



Notary's Name, Printed, Stamped or Typed

Personally Known

Produced ID

Type of ID produced _____



Miami-Dade County Department of Business Development
Appendix C to Combined Affidavit

NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Resolution No.: R-1395-05

MIAMI-DADE COUNTY PROVIDES EQUAL ACCESS OPPORTUNITY IN EMPLOYMENT AND SERVICES FOR MINORITIES/FEMALES AND APPLICANTS WITH DISABILITIES

To be completed by Employer/Contractor. Please print clearly or type. Use one form for each position title

JOB OPPORTUNITY INFORMATION

Position Title:		Application Deadline:	
Jobsite Location:		Number of Openings:	Hourly Rate:
Describe Job Duties (Knowledge, skills and abilities):			
Job Duration: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary If temporary, how long? _____ Fringe Benefits: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Experience Required: <input type="checkbox"/> No <input type="checkbox"/> Will Train <input type="checkbox"/> Yes If yes, how much experience is required? (Months or Years) _____			
Education Required: <input type="checkbox"/> None <input type="checkbox"/> H.S. Diploma/GED <input type="checkbox"/> AA Degree <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Master's Degree <input type="checkbox"/> Ph.D.			
Certifications/Licenses Requires: <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list; _____			
Driver's License Required: <input type="checkbox"/> None <input type="checkbox"/> Operator/Class E <input type="checkbox"/> Commercial Class _____ <input type="checkbox"/> Chauffer/Class D			
Language(s) Required: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Creole <input type="checkbox"/> Other; _____			
Applicants should contact employer by: <input type="checkbox"/> Phone <input type="checkbox"/> Fax Resume <input type="checkbox"/> Mail Resume <input type="checkbox"/> In person (days/hours) _____			

EMPLOYER/CONTRACTOR INFORMATION

Business Name:		Contract/Project No:	
Address (Street Name and Number):		Suite #:	Federal ID #:
City:		Telephone Number:	
Type of Business:		Fax Number:	
Contact Person:		E-mail Address:	

Employer/Contractor, please fax this completed form to:

Attention: Clearinghouse
Department of Business Development (DBD)
Contract Review and Compliance Division
111 NW First Street, 19th Floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax: (305) 375-3160

***** FOR OFFICIAL USE ONLY *****

Date and time this notice received at Miami-Dade Department of Business Development.	Received By:
--	--------------

4/7/2008

Published: 1/22/2007

QUESTIONNAIRE



Appendix D

IN ORDER TO PROVIDE INFORMATION NECESSARY IN DETERMINING THE QUALIFICATIONS OF THE PROPOSER, EACH CONTRACTOR IS REQUIRED TO ANSWER THE FOLLOWING:

#	QUESTION	ANSWER
1	Have you carefully read the Instruction To Prospective Contractors?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2	Have you carefully reviewed the entire Contract Documents as identified within the Instruction To Prospective Contractors?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3	If identified in the Contract Documents, have you carefully inspected the site of the work?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
4	Have you requested, in writing, of the contact person identified in the Advertisement, any clarifications necessary to submit a responsive proposal? Have you received a written response of clarification?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
5	Are you licensed and certified to perform the work for which you are submitting this proposal? License No.: Competency No.: FEIN No.: Qualifier's Name:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>CCCL1513804</u> <u>N/A</u> <u>59-2373403</u> <u>Jorge Munilla</u>
6	Are you registered with the Miami-Dade County Department of Procurement Management (DPM)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
7	Have you initialed each page and executed the last page of the Combined Affidavit?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8	Have you completed the Ownership Disclosure Form?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
9	Have you made any changes or written any codicils to the Contract Proposal?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
10	How many previous Contracts with Miami-Dade County in the past five (5) years?	<u>10</u>
11	Total dollar value of Contracts with Miami-Dade County in the past five (5) years?	<u>* 300 million</u>
12	How many years has your Company been in business with the same Principals?	<u>25 years</u>
13	Is your Bid Bond included with your submitted proposal?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

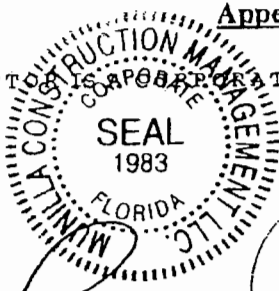


QUESTIONNAIRE

Appendix D

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)
(Name of Corporation)



ATTEST

By: _____

Alexis Leal
(Secretary)

Alexis Leal

(Print or type name)

Jorge Munilla
(Signature of Officer)

Jorge Munilla

(Print or type name)

President

(Official Title)

6201 SW 70 St., 2nd fl
MIAMI, FL 33143

(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:

N/A

(Name of Joint Venture)

By: _____

(Signature of Joint Venture)

(Signature of Joint Venture)

(Print or type name)

(Print or type name)

(Title)

(Title)

(Address)

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

QUESTIONNAIRE

Appendix D



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

N/A

(Name of firm if applicable) (Address)

By: _____
(Witness signature) (Signature of individual)

By: _____
(Print or type name) (Print or type name)

By: _____
(Witness signature)

By: _____
(Print or type name)

ACKNOWLEDGEMENT:

STATE OF)
)SS.:
COUNTY OF)

Before me personally appeared _____ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20__.

Notary Public _____

State of _____ at large

My Commission expires _____.

QUESTIONNAIRE

Appendix D



WHEN THE CONTRACTOR IS AN INDIVIDUAL:

N/A

By: _____
(Witness signature) (Signature of individual)

By: _____
(Print or type name) (Print or type name)

By: _____
(Witness signature) (Address)

By: _____
(Print or type name)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT:

STATE OF)
)SS.:
COUNTY OF)

Before me personally appeared _____ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20_____.

Notary Public _____

State of _____ at large

My Commission expires _____.

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 Jorge Munilla who being
duly sworn states: (insert name of affiant)

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.

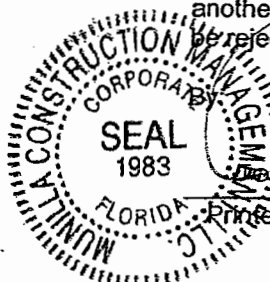
I state that the bidder of this contract:

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.



[Signature]
Signature of Affiant

February 18 20 09
Date

Jorge Munilla, President
Printed Name of Affiant and Title

5 / 9 - 2 / 3 / 7 / 3 / 4 / 0 / 3 /
Federal Employer Identification Number

MCM
Printed Name of Firm

6201 SW 70 Street, 2nd Floor Miami, FL 33143
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 18 day of February, 2009

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

L.C. Alonso
Signature of Notary
L.C. Alonso
Print or Stamp Name of Notary

DD 758830
Serial Number
June 14, 2012
Expiration Date

Notary Public – State of Florida

Notary Seal

