



MEMORANDUM

Amended
Agenda Item No. 14(A)(6)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

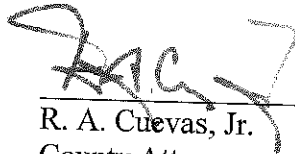
DATE: December 19, 2011

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

SUBJECT: Resolution awarding contract for
Miscellaneous Construction Contract
ITB No. MCC-8-10 to Munilla
Construction Management, LLC
D/B/A MCM

Resolution No. R-1122-11

The accompanying resolution was prepared by the Miami-Dade Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.



R. A. Cuevas, Jr.
County Attorney

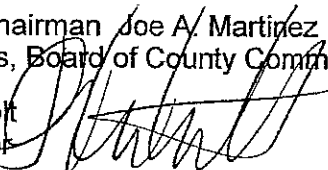
RAC/up

Memorandum



Date: December 19, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Jack Osterholt
Deputy Mayor 

Subject: Contract Award Recommendation for Miscellaneous Construction Contract in the Amount of \$50,125,000, ITB No. MCC-8-10

This item was amended at the December 19, 2011, Board of County Commissioners meeting to make approval of this contract subject to the changes stipulated in Item 14A6 Supplement.

RECOMMENDATION

It is recommended that the Board approve the attached Contract between Munilla Construction Management LLC (MCM) and Miami-Dade County for the Miscellaneous Construction Contract, ITB No. MCC-8-10 in the amount of \$50,125,000. It is further recommended that the Board authorize the Mayor or the Mayor's designee to execute the contract, a summary of which is attached hereto. The full contract is on file with the Office of the Clerk of the Board. Please note that this matter in its entirety has been delegated to Jack Osterholt, Deputy Mayor (see attached memorandum). All inquiries regarding this matter should be directed to Jack Osterholt.

SCOPE

The impact of this agenda item is countywide in nature as it relates to all Miami-Dade Aviation Department (MDAD) facilities.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject contract, the Director or designee has the authority to terminate the contract.

FISCAL IMPACT/FUNDING SOURCE

The maximum contract amount is \$50,125,000 and includes the cost for all project orders issued under this contract, the contractor's fee, and Inspector General fee. The work under this contract will be issued on a project order basis and the contractor will be paid based on the hourly rates and percentage fees submitted on their bid form. The projects performed under this contract will be funded primarily from Aviation proprietary funds (the Revenue and Reserve Maintenance Funds), although some projects may qualify for bond funding. There is no ongoing fiscal impact resulting from this item beyond the authorized funding.

TRACK RECORD/MONITOR

In review of the Capital Improvements Information System (CIIS) evaluation, MCM's average score is 3.5 (out of a possible score of 4.0). The project manager for this contract is Aida Bao-Garciga, Chief of Interior and Construction, Facilities Management.

COMPLIANCE DATA

There is no history of violations for this firm in the Small Business Development Department's database.

BACKGROUND

The Miscellaneous Construction Contract (MCC) provides for a licensed general contractor who subcontracts projects on a competitive basis to allow MDAD to respond to demands for miscellaneous construction projects at its airports in a timely and efficient manner. The term "miscellaneous construction" includes minor renovations, refurbishments, repairs, modifications, upgrades, installation of landscaping and related lighting, irrigation and maintenance work, and various types of emergency and periodic maintenance for various MDAD airport facilities.

Under the provisions of this contract, project orders will be issued for individual projects. The value of each project order will vary; however, most projects are anticipated to range from \$10,000 to \$2,000,000 within the MCC-8-10 contract. As projects are identified by MDAD, the Department and its consultants will develop the required construction documents and identify the funding for bidding the specific work. Each project will be reviewed for recommendation and establishment of appropriate contract measures. Construction documents, contract measures and all pertinent project information will be given to the general contractor, who is required to competitively bid each project order. The work will be awarded to the subcontractor submitting the lowest responsive and responsible bid meeting all the project order requirements.

It is also the intent of the County under this Miscellaneous Construction Contract that:

- a. The general contractor shall enter into subcontractor agreements, with an emphasis on maximizing participation with Department of Small Business Development (DSBD) Certified Community Small Business Enterprise (CSBE) subcontractors. Each project order that describes the scope of the work to be performed will include the CSBE contract measures for the project;
- b. To encourage the general contractor to develop, implement and monitor specific measurable programs with methods, procedures and time frames for subcontractor participation by certified CSBEs, and to provide technical assistance and training to subcontractors;
- c. To encourage the MCC-8-10 general contractor to increase the overall level of certified CSBEs participation in the performance of construction work and the procurement of goods and services at Miami-Dade County airports.

The Board has previously awarded seven Miscellaneous Construction Contracts for work at County airports; 1) MCC-1-86 in the amount of \$12,471,787, achieved 39% Black Business Enterprise (BBE) participation and 12% Minority Business Enterprise (MBE) participation; 2) MCC-2-88 in the amount of \$16,000,000, achieved 19% BBE participation and 8% Disadvantage Business Enterprise (DBE) participation; 3) MCC-3-91 in the amount of \$18,500,000, achieved 56% BBE participation and 14% DBE participation; 4) MCC-4-93 in the amount of \$30,000,000, achieved 44% BBE participation, 36% DBE participation and 57% CSBE participation; 5) MCC-5-97 in the amount of \$30,225,000, achieved 44% CSBE participation, 6) MCC-6-02 in the amount of \$35,175,000, achieved 44% CSBE participation and 7) MCC-7-05 in the amount of \$60,125,000, achieved to date 33% CSBE participation. These construction contracts have proven to be a successful and progressive approach, permitting the Aviation Department to respond quickly to the day-to-day need for small to medium refurbishment and expansion construction projects and to provide construction opportunities for CSBEs.

BID PROCESS

The Miscellaneous Construction Contract (MCC) Invitation to Bid, ITB No. MCC-8-10 was advertised on May 27, 2011. The MCC-8 general contractor will be responsible for all work awarded under the MCC-8-10 Contract including all construction administration and management. The general contractor is

responsible for all labor, equipment, and materials as necessary to perform such duties and construct projects as identified in this program. The general contractor shall coordinate, schedule, manage, administrate, and supervise the work of the subcontractors.

Bids were received on July 22, 2011 from the following firms:

<u>Name of Firm</u>	<u>Bid Amount*</u>
1. Munilla Construction Management, LLC/d/b/a MCM	\$4,300,430.00
2. Grace & Naeem Uddin, Inc.	\$6,119,331.00
3. Arellano Construction	\$8,132,380.00
4. TGSV Enterprises, Inc.	\$8,436,335.00
5. Thornton Construction Company, Inc.	\$12,399,414.00
6. Veitia Padron Incorporated	\$13,166,800.00
7. Beauchamp Construction Co., Inc.	\$14,541,000.00

While the contract amount is \$50,125,000, the bids provided established the hourly rates and percentage fees to be charged by the contractor in performing their services (contractor's fee). The contract amount includes the cost for all project orders issued under this contract, the contractor's fee, and Inspector General fee.

The bid submitted by Veitia Padron Incorporated was found non-responsive by the County Attorney's Office because it failed to obtain formal, signed commitment from proposed Subcontractors, and omitted the percentage of work to be performed.

PROJECT: Miscellaneous Construction Contract

PROJECT NO: MCC-8-10

PROJECT LOCATION: Miami Dade County Airports

COMPANY NAME: Munilla Construction Management, LLC (MCM)

TERM OF AGREEMENT: Four (4) years with one (1) additional year to complete all authorized work initiated during the previous four-year term of the Contract.

OPTION(S) TO RENEW: None

CONTRACT MEASURES: Community Small Business Enterprise (CSBE)
Sub-contractor goal 18%

CONTRACT MEASURES ACHIEVED AT AWARD: CSBE sub-contractor goal – 18% (Pre-construction)

SUBCONTRACTOR(S) MEETING GOAL: Titan Construction's - 18% (Pre-construction)

HOW LONG IN BUSINESS: 28 years

COMPANY PRINCIPALS: Jorge Munilla – President
Juan Munilla – Vice President

Fernando Munilla – Vice President

COMPANY QUALIFIER(S): Jorge Munilla

**GENDER, ETHNICITY &
OWNERSHIP BREAKDOWN:** Male/Hispanic 100%

COMPANY LOCATION: 6201 SW 70 Street, 2nd Floor
Miami, Florida 33143

**PREVIOUS AGREEMENTS
WITH THE COUNTY WITHIN
THE PAST FIVE (5) YEARS:** See attached Firm's History Report

ADVERTISEMENT DATE: May 27, 2011

RESPONSIBLE WAGES: Yes

USING DEPARTMENT: Miami-Dade Aviation Department

Memorandum



Date: September 6, 2011

To: Jack Osterholt
Deputy Mayor

From: Mayor Carlos A. Gimenez

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is written in a cursive style and is positioned to the right of the "From:" field.

Subject: ITB No. MCC-8-10

In accordance with the letter opinion issued by Robert Meyers, Executive Director, Miami-Dade Commission on Ethics and Public Trust dated August 31, 2011 ("Ethics Opinion"), I hereby delegate to you all delegable authority relating to the administration of solicitation ITB No. MCC-8-10 including, but not limited to, the authority to recommend to the Board of County Commissioners the award of the solicitation to a vendor. As I will not be sponsoring any award recommendation of this solicitation under the authority of the County Mayor you should request that any recommended disposition of this solicitation which you deem to be in the best interest of Miami-Dade County be sponsored by a County Commissioner in accordance with the Commission's Rules of Procedure. I further delegate to you all delegable authority to administer any contract awarded as a result of ITB No. MCC-8-10. You should exercise this authority and utilize your own judgment and should take all actions which are in the best interest of Miami-Dade County and consistent with the County Code, regulations, rules and the solicitation documents. Consistent with the Ethics Opinion I will not be participating in any decisions made regarding this solicitation.

- c: Robert A. Cuevas, Jr., County Attorney
- Joseph Centorino, Executive Director, Commission on Ethics and Public Trust
- Christopher Agrippa, Division Chief, Clerk of the Board
- Jose Abreu, Director, Miami-Dade Aviation



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 19, 2011

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

SUBJECT: Amended
Agenda Item No. 14(A)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Amended

Agenda Item No. 14(A)(6)

12-19-11

RESOLUTION NO. R-1122-11

RESOLUTION AWARDING CONTRACT FOR MISCELLANEOUS CONSTRUCTION CONTRACT ITB NO. MCC-8-10 TO MUNILLA CONSTRUCTION MANAGEMENT, LLC d/b/a MCM, IN THE MAXIMUM AMOUNT OF \$50,125,000; AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO EXECUTE CONTRACT AND TO EXERCISE TERMINATION 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 that this Board hereby awards the Miscellaneous Construction Contract, ITB No. MCC-8-10 to Munilla Construction Management, LLC d/b/a MCM, for a term of four (4) years, with up to one additional year to complete all authorized work initiated during the previous four-year term of the Contract, in the maximum contract amount of \$50,125,000, including the Inspector General Fee, all as set forth in the accompanying memorandum from the Mayor contingent on MCM submitting a management plan in connection with the attached Supplemental Report to the Contract Award Recommendation for the MCC-8-10, and in the event that such plan is not submitted, this approval and award shall be void. The Board authorizes the Mayor or the Mayor's designee to execute the contract, a summary of which is attached hereto; and authorizes the Mayor or Mayor's designee to exercise termination or cancellation provisions therein, and to enforce all terms and conditions thereof.

The resolution was offered by Commissioner **Bruno A. Barreiro** who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

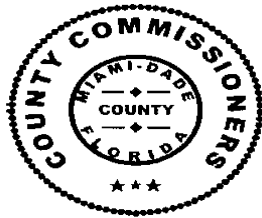
Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Natacha Seijas	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of December, 2011. 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: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

DMM

CONTRACT SUMMARY

**MISCELLANEOUS CONSTRUCTION CONTRACT
ITB NO. MCC-8-10**

THIS CONTRACT made and entered into as of the 17th day of December, 2011 by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the County and Munilla Construction Management, LLC d/b/a MCM hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments to be specified in the Project Orders for Projects as may be subsequently assigned by Project Orders issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Miscellaneous Construction Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Contract and that said Bid, not inconsistent with the terms of this Contract, which the County has relied upon in the award of this Contract, is hereby incorporated into this Contract by reference.

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

The term of this Contract shall be four (4) years, with up to one additional year to complete all authorized work initiated during the previous four-year term of the Contract, commencing from the date of the first Notice to Proceed for a project order and continue as stated in the appropriate section of the Contract.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of the

Contract Documents. The total amount of the contract is Fifty Million One Hundred Twenty-Five Thousand Dollars (\$50,125,000.00) (in aggregate) and includes an Inspector General Services audit account of \$125,000.

In no event shall the total expenditures on the Miscellaneous Construction Contract, exceed Fifty Million One Hundred Twenty Five Thousand Dollars (\$50,125,000).

The Owner retains all rights to the audit account fund and to all funds not allocated to Project Orders; the Owner may expend the funds at its sole discretion, and any funds not authorized for Project Orders remain the property of the Owner.

CONTRACT SUMMARY

IN WITNESS WHEREOF, the bound parties have caused this Contract to be executed by their appropriate officials, as of the date first above written.

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

By: [Signature]
Mayor

**Approved by MDAD
Risk Management**

[Signature]
1/12/12

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

WITNESSES

[Signature]
[Signature]

PRINCIPAL (If Corporation)

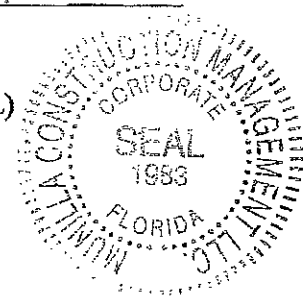
Munilla Construction Management, LLC d/b/a MCM

(Corporate Name)
[Signature]
President

Print Name: Jorge Munilla, President/Manager

Attest: [Signature]
Secretary

(CORPORATE SEAL)



Approved for Form and Legal Sufficiency

[Signature]
(Assistant County Attorney)

CONTRACT SUMMARY

PRINCIPAL (if Partnership or Corporate Joint Venture)

N/A

(A) PARTNERSHIP OR CORPORATE
JOINT VENTURER:

(B) PARTNERSHIP OR CORPORATE
JOINT VENTURER:

(Name of Joint Venture)

(Name of Joint Venture)

By: _____
President

By: _____
President

Attest _____
Secretary

Attest _____
Secretary

(Corporate Seal)

(Corporate Seal)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of the Joint Venture

Print Name _____

Witnesses as to Above

CS-4

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CONTRACT-MCC-8-10