

# Memorandum



**Date:** August 21, 2012

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Marlins Ballpark - Small Business Enterprise Payments

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At the Economic Development and Social Services Committee (EDSS) meeting of April 11, 2012, Small Business Development (SBD), a division of the Department of Regulatory and Economic Resources (RER) reported the status of underpayment complaints alleged by certified small businesses on the Marlins Ballpark. The alleged underpayments were first reported to the Board of County Commissioners (Board) in December 2011, at which time the Board requested a report and follow-up at the EDSS Committee. The report was submitted to the Board on February 2, 2012 followed by a presentation at the April 11, 2012 EDSS meeting. In order to address the unresolved payment issues, the committee directed County staff as follows:

- Facilitate a meeting between the affected certified small businesses, primary trade contractors and Hunt/Moss, with oversight of Commissioner Barreiro to resolve payment issues; prepare a report with recommendations for resolutions;
- Examine recommendations submitted by the Community Small Business Enterprise (CSBE) firms and determine how to improve future CSBE processes;
- Present a report to individual committee members listing contracts under the County's jurisdiction as well as not under its jurisdiction.

On April 30, 2012, Commissioner Barreiro convened meetings with the affected small businesses and the primary trade contractors to resolve payment issues. Also in attendance were Hunt/Moss J.V., Claude Delorme (Marlins Ballpark representative), the County Attorney and RER staff. Six of the nine certified small businesses with unresolved payment issues attended the meeting along with their respective primary trade contractors either in person or via conference call. Two of the nine certified small businesses did not attend because either payment issues were resolved and paid or an agreement had been reached to resolve payment issues. One of the nine certified small businesses did not attend because the primary trade contractor declined the meeting request, preventing an opportunity to discuss resolution. The attached spreadsheet (Attachment 1) outlines the disposition of the nine certified firms with unresolved payment issues as of the last reporting.

The remaining payment issues are due to disputes between the primary trade contractors and subcontractors relating to contract work, change orders, claims and/or terminations from contracts (voluntary and otherwise). Because CSBE prompt payment provisions do not apply to disputed work, the County has no jurisdiction as it relates to requiring payment to subcontractors under those conditions. SBD is continuing to facilitate meetings with all parties to resolve issues. To date, SBD has assisted in the resolution of the disputes between Nagelbush Holding and MARS Contracting; and Prosound and Tropical Electric (Attachment 1).

To assist certified firms with future contracts, SBD has facilitated workshops to provide valuable information regarding elements of subcontractor agreements, change orders and claims. Future workshops will be scheduled prior to large contracts to help small businesses prepare for contracting opportunities.

At the request of the Board, the CSBE Association's recommendations for improving County contracting for small businesses on large contracts were reviewed by SBD, the Marlins Ballpark construction manager, and the CSBE Advisory Board. Responses were compiled and recorded on the attached table (Attachment 2).

Staff will continue to monitor the Marlins Ballpark project for responsible wages, small business and community workforce goals and, to the extent possible, will assist primes and subcontractors in resolving outstanding payment issues.

Please contact RER's Assistant Director, Mario Goderich, at 305-375-5952, or me directly should you have any further concerns.

#### Attachments

c: Jack Osterholt, Deputy Mayor/Director RER  
Chris Mazzella, Inspector General  
Lester Sola, Director, ISD  
Mario Goderich, Assistant Director, Business Affairs, RER  
Jose Galan, Division Director, ISD  
Veronica Clark, Assistant to Director, SBD/RER

**DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES  
BUSINESS AFFAIRS  
SMALL BUSINESS DEVELOPMENT  
MARLINS BALLPARK PAYMENT ISSUES AND DISPOSITIONS**

CSBE	PRIMARY TRADE CONTRACTOR	EXECUTED /REVISED CONTRACT AMOUNT	PAID TO DATE	ALLEGED AMOUNT OWED	ALLEGED RETAINAGE OWED	CONTRACT NUMBER BID PACKAGE	ISSUE/STATUS	DISPOSITION AS OF FEBRUARY 2012	CURRENT DISPOSITION
APER CONSTRUCTION	COLASANTI CONSTRUCTION	\$1,172,700 (CONTRACT AND CHANGE ORDERS)	\$ 1,150,757.00	\$ 209,000.00	-	BP-3	THE AMOUNT OWED IS CHANGE ORDER WORK (NOT APPROVED BY PRIME) COLASANTI STATES THE FINAL AMOUNT OWED TO APER IS \$9,907. APER SUBMITTED DOCUMENTATION FOR ADDITIONAL WORK TO HUNT-MOSS TO REVIEW	DISPUTED WORK/BILLING	APER FILED CLAIM AGAINST COLASANTI BOND FOR ALLEGED AMOUNT OWED; COLASANTI AND HUNT/MOSS BOTH STATE THAT WORK IS A PART OF ORIGINAL SCOPE SUBCONTRACTED.

**APRIL 30, 2012 RESOLUTION MEETING:** APER WAS REQUESTED TO RESUBMIT ALL DOCUMENTATION TO SUPPORT THE ALLEGED CHANGE ORDER TO INCLUDE A DETAILED BREAKDOWN OF THE DOLLARS, ASSOCIATED LABOR, MATERIAL COST AND ANY OTHER SUPPORTING DOCUMENTS TO SUBSTANTIATE HIS CLAIM. (DUE DATE: MAY 7, 2012) SBD FOLLOWED UP WITH APER FOR THE SUBMITTAL OF DOCUMENTS - TO DATE, DOCUMENTATION HAS NOT BEEN SUBMITTED. THE COUNTY HAS EXHAUSTED ITS PURVIEW

DKG & ASSOCIATES	CROWN CORR, INC	\$ 3,588,540.00	\$ 1,914,834.00	\$ 140,141.00	\$ 150,104.00	BP 11	CROWN CORR WILL ADVANCE A PARTIAL PAYMENT WITH A JOINT CHECK TO DKG AND CONTINENTAL BANK IN THE AMOUNT OF \$33,495, REDUCING THE MONIES OWED TO \$106,646. TOTAL AMOUNT REPRESENTS TWO INVOICES, ONE FOR NOVEMBER AND THE OTHER FOR DECEMBER THAT HAVE NOT BEEN APPROVED AT THIS POINT. THE JOB IS NOT COMPLETED THEREFORE THE RETAINAGE IS NOT DUE. CONFIRMED BY KEITH GEORGE FROM DKG.	CROWN CORR WORKING WITH DKG TO COMPLY WITH THE BANK DEMAND ON DKG'S LOAN AND OUTSTANDING UNION CLAIMS. CROWN CORR HAS ALSO PAID \$18,493.69 DUE TO DKG EMPLOYEES. SUB AND PRIME AGREE WITH RESOLUTION
DKG & ASSOCIATES	CROWN CORR, INC	\$ 660,070.75	\$ 15,455.00	\$ 11,577.00	\$ 1,286.00	BP 12		
DKG & ASSOCIATES	CROWN CORR, INC	\$ 472,843.77	\$ 105,738.00	-	\$ 19,112.00	BP 13		

**APRIL 30, 2012 RESOLUTION MEETING:** PRIME AND SUB DID NOT ATTEND THE MEETING - BOTH ARE WORKING TO RESOLVE DKG'S OUTSTANDING DEBTS TO EMPLOYEES, SUPPLIERS AND VENDORS TO RESOLVE PAYMENT ISSUES AND CLOSE OUT SUBCONTRACT.

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E-TECH ELECTRIC	MEISNER ELECTRIC	\$ 1,170,000.00	\$ 744,425.00	\$ 168,513.00	\$ 58,418.00	BP-18	CHANGE ORDERS PENDING APPROVAL FROM HUNT-MOSS	NO INFO	NOTICE OF NON-PAYMENT (CLAIM) FILED BY E-TECH; CHANGE ORDERS BEING REVIEWED BY HUNT MOSS FOR APPROVAL

**APRIL 30, 2012 RESOLUTION MEETING:** E-TECH, MEISNER AND HUNT-MOSS AGREED TO MEET TO REVIEW ALLEGED AMOUNTS OWED FOR CHANGE ORDERS & RETAINAGE. HUNT-MOSS REJECTED CHANGE ORDER IN THE AMOUNT OF \$ 96,195.00 BECAUSE THEY STATE THAT WORK IDENTIFIED IN THE CHANGE ORDER WAS A PART OF MEISNER'S ORIGINAL CONTRACT AND NOT A CHANGE ORDER. E-TECH'S CONTRACT TO BE REVIEWED TO DETERMINE WHETHER WORK WAS INCLUDED IN THEIR SCOPE. MAY 10, 2012 E-TECH, MEISNER, HUNT/MOSS, AND SBD MET TO DISCUSS CHANGE ORDERS; E-TECH SUBMITTED ADDITIONAL DOCUMENTATION ON 5/11; ALL PARTIES HAVE REVIEWED, APPROVED AND SIGNED CHANGE ORDERS; CHANGE ORDERS FORWARDED TO MARLINS FOR PAYMENT. HUNT-MOSS IS IN THE PROCESS OF FINALIZING A SETTLEMENT WITH MEISNER CONTINGENT ON E-TECH RESCINDING THE NOTICE OF NON-PAYMENT. PAYMENT WILL BE RELEASED ONCE THIS PROCESS IS COMPLETED.

JADOR INTERNATIONAL	MEISNER ELECTRIC		\$ 467,634.00	\$ 20,104.67	-	BP-18	MULTIPLE CONTRACT AND CHANGE ORDER ISSUES; MEISNER COMPLETING BALANCE OF JADOR WORK; ADDITIVE AND DEDUCTIVE CHANGE ORDERS SUBMITTED BY MEISNER TO HUNT-MOSS	DISPUTED WORK/BILLING	JADOR FILED A LAWSUIT AGAINST MEISNER AS WELL AS A CLAIM AGAINST MEISNER'S BOND IN THE AMOUNT OF \$476,000 (CHANGE ORDERS, CONTRACT BALANCE AND RETAINAGE).
JADOR INTERNATIONAL	MEISNER ELECTRIC	\$450,000 (PLUS CHANGE ORDERS - VALUE IN DISPUTE)		\$ 24,384.60	-	BP-18		DISPUTED WORK/BILLING	REMAINING CHANGE ORDERS HAVE BEEN APPROVED BY MEISNER AND HUNT-MOSS, HOWEVER, JADOR HAS NOT SIGNED
JADOR INTERNATIONAL	MEISNER ELECTRIC			\$ 63,948.47	-	BP-18		DISPUTED WORK/BILLING	

**APRIL 30, 2012 RESOLUTION MEETING:** COUNTY ATTORNEY ADVISED THAT THE COUNTY'S ABILITY TO DISCUSS JADOR'S CLAIMS AND ATTEMPT TO MEDIATE IS IMPEDED DUE TO PENDING LITIGATION FILED BY JADOR AGAINST MEISNER. THE COUNTY HAS EXHAUSTED ITS PURVIEW.

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MARVELOUS ELECTRIC	PARSONS ELECTRIC	\$ 467,778.00	\$ 389,957.00	\$ 13,135.32	-	BP-22 (CHANGE ORDER)	CHANGE ORDERS HAVE NOT BEEN APPROVED BY PARSONS AND HUNT/MOSS	PENDING APPROVAL FROM PRIME & HUNT/MOSS	PER EMAIL FROM PARSONS DATED 4/5/2012 - MARVELOUS HAS BEEN PAID IN FULL FOR ALL INVOICES FOR BP-22. MARVELOUS DOES NOT AGREE WITH PARSONS STATEMENT PRIME DECLINED MEETING
MARVELOUS ELECTRIC	PARSONS ELECTRIC			\$ 58,385.20	-	BP-22 (CLAIM)	ALLEGED DELAYS / HAVE NOT BEEN NEGOTIATED	UNDER REVIEW BY PRIME	PARSONS DOES NOT ACKNOWLEDGE THIS CLAIM; MARVELOUS HAS NOT PROVIDED ANY SUPPORTING DOCUMENTS AS REQUESTED
MARVELOUS ELECTRIC	PARSONS ELECTRIC				\$ 666.30	-	BP-22 (INTEREST)	FOR LATE PAYMENT OF CLAIM INVOICE	UNDER REVIEW BY PRIME

**APRIL 30, 2012 RESOLUTION MEETING:** PRIME DID NOT ATTEND; MARVELOUS ELECTRIC MUST SUBMIT COPIES OF CLAIMS WITH SUPPORTING DOCUMENTATION TO SBD (DUE DATE: May 14, 2012); SBD WILL FORWARD TO PRIME FOR CLARIFICATION OF ADDITIONAL DOCUMENTATION NEEDED TO PROCESS CLAIM. MARVELOUS SUBMITTED CLAIMS (NO SUPPORTING DOCUMENTATION INCLUDED) TO SBD WHO FORWARDED TO PARSONS; PARSONS SENT COPIES OF LETTERS PREVIOUSLY SENT TO MARVELOUS REQUESTING SUPPORTING DOCUMENTATION; PARSONS WILL CLOSE CLAIM WITHOUT CONSIDERATION BECAUSE SUPPORTING DOCUMENTATION WAS NOT SUBMITTED MAY 2012. THE COUNTY HAS EXHAUSTED ITS PURVIEW.

MARS CONTRACTING	NAGELBUSH HOLDING CORP	\$ 2,088,898.00	\$ 641,236.52	\$ 438,279.94	\$ 33,749.29	BP-16	CONTRACT WORK, CHANGE ORDERS AND RETAINAGE	PER NAGELBUSH ADJ CONTRACT AMOUNT IS \$784,883.42 / DEDUCT CHANGE ORDERS IN THE AMOUNT OF \$1,304,116.58 WAS DISPUTED BY MARS.	DOCUMENTATION HAS BEEN REVIEWED AND PAYMENT APPROVED FOR \$115K TO MARS; RELEASE OF LIENS RECEIVED AND PAYMENTS MADE TO MARS.
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**APRIL 30, 2012 RESOLUTION MEETING:** NAGELBUSH DIRECTED TO PROVIDE HUNT-MOSS WITH SUBCONTRACT AGREEMENT BETWEEN NAGELBUSH AND MARS, SCOPE OF WORK PROVIDED TO MARS AT THE TIME OF BID, MARS' PROPOSAL AND CHANGE ORDERS INCLUDING DEDUCT CHANGE ORDER IN THE AMOUNT OF -\$1,304,116.58 (DUE DATE: APRIL 30, 2012) DOCUMENTATION SUBMITTED BY NAGELBUSH SUBMITTED. 5/30/12: MARS, NAGELBUSH, HUNT/MOSS, AND SBD STAFF MET TO REVIEW DOCUMENTATION; HUNT-MOSS IS IN THE PROCESS OF FINALIZING A SETTLEMENT WITH NAGELBUSH FOR PAYMENT TO MARS (CONTINGENT ON MARS RESCINDING THE NOTICE OF NON-PAYMENT). 6/21/12: NAGELBUSH HAS APPROVED PAYMENT FOR MARS IN THE AMOUNT OF \$115,907.74. PAYMENT IS CONTINGENT UPON RECEIPT PAYMENT FROM HUNT-MOSS, NOTICES OF NON-PAYMENT ARE RESCINDED BY MARS AND RECEIPT OF RELEASES FROM MARS SUPPLIERS/VENDORS; PER MARS LETTER DATED 6/21/12 THEY HAVE RESCINDED THE NOTICE OF NON PAYMENT; PER HUNT-MOSS EMAIL DATED 6/26/12 PAYMENT HAS BEEN RELEASED TO NAGELBUSH; PAYMENT TO MARS IN THE AMOUNT OF \$115,907.74 MADE ON MONDAY 7/2/12. ISSUES RESOLVED.

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OMEGA STEEL ERECTORS	SCHUFF STEEL			\$ 6,546.35	-	BP-10	OMEGA STEEL REQUESTED REMOVAL FROM CONTRACT.	DISPUTED WORK/BILLING	SUBCONTRACT AGREEMENT SECTION XII (39) CONTRACTORS LIABILITY SHALL BE LIMITED TO COMPENSATING THE SUBCONTRACTOR FOR WORK PERFORMED TO THE DATE OF TERMINATION SUBJECT TO ANY SET-OFFS, WHICH ARISE PURSUANT TO THE DEFAULT PROVISIONS. SCHUFF ESTIMATES \$150K TO COMPLETE OMEGA'S WORK. BACK CHARGES WILL EXCEED THE AMOUNT OWED. PRIME DECLINED MEETING
OMEGA STEEL ERECTORS	SCHUFF STEEL	\$ 601,651.00		\$ 7,888.37	-	BP-10	CONTRACT WAS TERMINATED; SCHUFF STATES NO MONIES WILL BE PAID TO OMEGA DUE TO REPROCUREMENT COSTS BACK CHARGED AS A RESULT OF EARLY CONTRACT TERMINATION	DISPUTED WORK/BILLING	

**APRIL 30, 2012 RESOLUTION MEETING:** PRIME AND SUB DID NOT ATTEND THE MEETING. THE COUNTY HAS EXHAUSTED ITS PURVIEW.

RUBEN ELECTRIC	MEISNER ELECTRIC	\$ 1,168,781.00 (CONTRACT + CHANGE ORDER)	\$ 572,635.00	\$ 71,192.00		BP-18 (CONTRACT WORK)	CONTRACT DISPUTE: RUBEN PULLED OUT OF CONTRACT; MEISNER COMPLETED WORK;	RETAINAGE HELD	CONTRACT TERMINATED JUNE 3, 2011 (LETTER ON FILE CONFIRMING SUBCONTRACTOR'S CONCURRENCE). BACK CHARGES WILL FOLLOW AS A RESULT OF MEISNER COMPLETING REMAINING SCOPE OF WORK.
RUBEN ELECTRIC	MEISNER ELECTRIC	\$ 209,676.63		-		BP-18 (CHANGE ORDER)	CONTRACT DISPUTE: RUBEN PULLED OUT OF CONTRACT; MEISNER COMPLETED WORK; ISSUING DEDUCTIVE CHANGE ORDER	DISPUTED BILLING	BACK CHARGES WILL FOLLOW AS A RESULT OF MEISNER COMPLETING REMAINING SCOPE OF WORK.

**APRIL 30, 2012 RESOLUTION MEETING:** MEISNER WAS REQUESTED TO PROVIDE A DETAILED BREAKDOWN OF THE BACK CHARGES ASSESSED TO RUBEN'S CONTRACT (DUE DATE: MAY 9, 2012) MEISNER REPORTED THAT RUBEN HAD ONLY PERFORMED \$169K OF THE \$209K IN CHANGE ORDERS IT SUBMITTED - RUBEN DISAGREES - MEISNER TO PROVIDE DOCUMENTATION OF WORK PERFORMED (DUE DATE: MAY 7, 2012). MEISNER SUBMITTED DOCUMENTATION OF RUBEN WORK AND BACK CHARGES TO RUBEN; RUBEN WILL RESPOND WHEN REVIEW COMPLETED. ADDITIONAL DOCUMENTATION REQUESTED BY RUBEN.

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TROPICAL ELECTRIC	PRO SOUND	\$381,899.64 (CONTRACT + CHANGE ORDERS)	\$ 302,538.00	\$ 67,599.52	\$ 38,414.42	BP 23	ACCORDING TO PROSOUND THE AMOUNT DUE IS RETAINAGE OF \$33,440.62 AND TEN CHANGE ORDERS THAT EQUAL \$67,599.52; CHANGE ORDERS HAVE BEEN SUBMITTED TO HUNT/MOSS FOR APPROVAL;	CHANGE ORDERS PENDING APPROVAL FROM PRIME-HUNT/MOSS	CHANGE ORDERS IN THE AMOUNT OF \$33,068.37 PAID ON 04/06/12; 5% RETAINAGE IN THE AMOUNT OF \$22,141 PAID ON 06/08/12; 5% RETAINAGE BEING HELD; CONTRACTORS AGREED TO SETTLEMENT TO RESOLVE CHANGE ORDER PAYMENTS.
<p><b>APRIL 30, 2012 RESOLUTION MEETING:</b> PRIME AND SUB DID NOT ATTEND MEETING; RESOLVING PER EMAIL FROM TROPICAL ELECTRIC DATED 4/26/2012; PROSOUND AND HUNT/MOSS MET ON 06/11/12 TO RESOLVE TROPICAL PAY REQUISITION OF \$3,998.66 (TIME &amp; MATERIAL) AND \$ 572.11 (MATERIAL PURCHASE ORDER CREDIT); HUNT-MOSS AND PROSOUND AGREED TO A SETTLEMENT; PROSOUND AND TROPICAL RESOLVED ALL PENDING CHANGE ORDERS; FINAL PAY APPLICATION HAS BEEN ISSUED FOR RETAINAGE AND CONTRACT COMPLETION. FINAL PAYMENT WILL BE MADE ONCE PRO SOUND RECEIVES PAYMENT.</p>									

# CSBE FIRMS RECOMMENDATIONS

Attachment #2

CSBE Association Recommendations	* County Staff and CSBE Advisory Board Comments
<p>1. Develop a standard CSBE subcontractor contract and/or contract attachment so that CSBEs will not be forced to give up all their legal rights and be able to maintain their needed benefits as per the CSBE Ordinance and Implementing Order. This will assist the CSBEs so they will not be forced to sign a Prime or 1<sup>st</sup> Tier Major Subcontractor's rights ceding contract in order to work on the project.</p>	<ul style="list-style-type: none"> <li>• The contractual relationship between prime and subcontractor is one in which the County does not have purview and does not direct contract language. May expose the County to potential liability.</li> <li>• SBD sponsors workshops facilitated by attorneys on the elements of subcontractor agreements, change orders, claims, etc. to assist certified firms with contracts.</li> </ul>
<p>2. Appoint a CSBE Advocate who will be the liaison between Miami-Dade County, Developer, Construction Manager, CSBEs, and Prime Contractors. The CSBE Advocate will act as a conduit to ensure that the CSBE Ordinance and IO are adhered to. This Advocate will be the voice of and contract for CSBEs on any issues they may experience on Mega Projects.</p> <p><u>Additional Comments</u> It is of utmost importance that the advocate not be able to be fired or disciplined by the Prime or CM. The advocate needs to have independence such as that the Inspector General has.</p>	<ul style="list-style-type: none"> <li>• SBD currently enforces the CSBE Ordinance and serves as liaison to all affected parties; SBD's advocacy extends to the enforcement of the CSBE participation as well as overall contract compliance currently administered by SBD.</li> <li>• * The cost of an outside Advocate may have an adverse effect on the cost of the contract to contractors and County</li> </ul>
<p>3. Ensure that CSBEs are not punished by Developer, Construction Manager, and Prime Contractors/1<sup>st</sup> Tier Major Subcontractor when CSBEs are advocating for and addressing what the law calls for under the CSBE Ordinance and I/O.</p>	<ul style="list-style-type: none"> <li>• The current Whistleblower legislation applies to contractors.</li> <li>• Consider addition of current Whistleblower legislation language to CSBE Ordinance for application and administration by SBD.</li> </ul>
<p>4. Appoint a CSBE Construction Committee which is responsible for issues that CSBEs face on Mega Projects. This Committee shall include the CSBE Advocate to represent the interest of the CSBEs that are on the Mega Projects. The CSBE Construction Committee shall be formed for each Mega Project with participating members to consist of SBD, the Developer's CSBE Coordinator, a Miami-Dade County Representative (i.e. Jose Galan), CSBE Advocate, and a Representative from the CSBE Advisory Board. The members of the CSBE Construction Committee shall be committed to attend weekly meetings.</p> <p><b>CSBE Association Inc rescinded this recommendation</b></p>	<p><b>CSBE Association Inc rescinded this recommendation</b></p>
<p>5. Prime Contractor and 1<sup>st</sup> Tier Major Subcontractor must have a CSBE representative from their organization who is responsible for reporting to SBD, the CSBE Advocate, and the CSBE Construction Committee, and the Miami-Dade County Representative. The Prime Contractor shall be required to hold weekly group meetings with all CSBEs under contract with them on the Mega Projects. These weekly meetings will be used to address any CSBEs issues the CSBEs have. The CSBE Advocate and SBD will be included in attending these weekly meetings.</p> <p><u>Additional Comments</u> CSBE Association Inc recommends amending this request to having all subcontractors being allowed to attend, participate and have a voice at the regular weekly meeting.</p>	<ul style="list-style-type: none"> <li>• * Increase in construction costs may result if primes and subs must hire a CSBE representative; as such, this may have adverse affects on County contracts by adding to the cost of construction.</li> <li>• Monthly meetings are recommended between Prime/Sub/County staff to discuss billing/contract issues as needed.</li> </ul>
<p>6. SBD shall address any wage payment issues immediately, and not wait until the end of the project to hit CSBEs with wage violations and back charge the</p>	<ul style="list-style-type: none"> <li>• Responsible Wage requirements are provided at pre-bid and pre-</li> </ul>

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<p>CSBE from the beginning of the project. Furthermore, SBD shall have a one-on-one meeting with CSBEs on the Mega Projects to educate them on the prevailing wages, the CSBE Ordinance and I/O, in order to minimize the risk of CSBEs might have from losses due to wage violations and non-payment. If a CSBE has listed use of apprentices in his/her Certified Payroll reports, this shall be certified by SBD at the first such reporting, instead of waiting several months while penalties mount. Perhaps a document attached to the Certified Payroll, verifying the certification of the apprentice(s), could be used.</p> <p><u>Additional Comments</u>                  CSBE Association Inc. believes that an easier and less onerous method would be for any Certified Payroll that lists the apprentice category be required to have an approved apprenticeship certificate attached for each employee listed as an apprentice. SBD would then verify when first submitted, if the apprentice is accepted or not.</p>	<p>construction meetings with one-on-one training provided upon request.</p> <ul style="list-style-type: none"> <li>• Wage requirements are included in congratulatory letters of which subcontractors are copied. Language will be added to offer option of submitting Apprenticeship information for review at the beginning of project. However, applicable employees must remain in an approved Apprenticeship Program to remain eligible for apprenticeship pay.</li> <li>• SBD addresses issues of non-compliance when discovered. It is a contractor's responsibility to comply with wage requirements.</li> </ul>
<p>7. Implement a policy that when a CSBE notifies the Developer, Construction Manger, Prime Contractor, and SBD of non-payment and/or disputes, change order issues, etc., that a meeting be held with two (2) calendar days to address the concerns and/or problems so that the CSBEs may secure immediate relief without fear of reprisal. A walk-through of areas where work is being performed by the CSBEs is required within that 2 day period.</p>	<ul style="list-style-type: none"> <li>• Explore legislation amending CSBE Ordinance requiring a reasonable period to meet and perform walk-through for disputed work (5 to 10 days) with the assistance of SBD staff.</li> <li>• Ensure current legislation (R-323-06 and R-1386-09) is enforced which addresses notification by prime to subcontractor of performance issues and disputed billings.</li> </ul>
<p>8. Implement a policy to eliminate price and proceed change orders for CSBEs. All change orders must be approved in a written form prior to CSBEs rendering the service. If the Prime Contractor/1<sup>st</sup> Tier Major Subcontractor issues a verbal change order, the CSBE shall refuse in writing. The Prime Contractor/ 1<sup>st</sup> Tier Major Subcontractor will not be allowed to threaten or terminate the CSBE's contract due to the CSBE not accepting a verbal change order request.</p>	<ul style="list-style-type: none"> <li>• Prohibition of price and proceed change orders can be considered, however, these change orders are a common component to construction projects; Prohibition may have adverse affects on County contracts by adding to the time and cost of construction.</li> </ul>
<p>9. CSBEs shall have the right to and be provided any and all contracts to which they are tied. If the prime contract is between Miami-Dade County and a developer, such as the Marlins, then the CSBE shall be provided, at no cost, the contract, as well as those between the Project Prime General Contractors/ 1<sup>st</sup> Tier Subcontractor, between the 1<sup>st</sup> Tier Subcontractor and the 2<sup>nd</sup> Tier Subcontractor and so on down the line until it gets to the CSBE.</p> <p><u>Additional Comments</u>                  CSBEs should not have to bear the financial burden to receive documents that are tied to their contract and therefore, part of their contract. Before being required to sign anything in order to have the job, it should be mandatory that the CSBE be provided any and all contract documents and requirements, in writing.</p>	<ul style="list-style-type: none"> <li>• Documents in the possession of Miami-Dade County are provided as a public records request at a nominal cost to the requester;</li> <li>• The County has rights to contracts between the County and the Prime/Developer and subcontract agreements between prime and subcontractor when subcontractor is fulfilling small business measures to ensure scope of work and value complies with measure requirement and CSBE Ordinance; otherwise County cannot obligate Prime to produce contracts.</li> </ul>

Asterisk (\*) denotes CSBE Advisory Board comments; Comments with no Asterisk (\*) indicates County Staff comments which had CSBE Advisory Board concurrence.